General Terms and Conditions of the KUMAVISION Group

1 General, parties, area of application

a) All contracts for deliveries and services that "we", i.e. the KUMAVISION Group companies (see https://kumavision.com/en/verbundene-unternehmen)

- KUMAVISION AG, Oberfischbach 3, 88677 Markdorf (Germany);
- KUMAVISION Business Solutions GmbH, in said place;
- KUMAVISION DMS GmbH, in said place;
  KUMAVISION AG, Stettbachstrasse 8, 8600 Dübendorf (Switzerland);
- KUMAVISION GmbH, Millennium Park 4, 6890 Lustenau (Austria)

conclude with entrepreneurs, legal entities governed by public law or special funds governed by public law (hereinafter referred to as "Customers") are subject to the following terms and conditions.

b) Deviating, supplementary or amending agreements shall apply only if we have expressly agreed to them in writing. Conflicting terms and conditions of the Customer shall not become part of the contract, even without express objection.

c) The content of the contract is also based on the written agreements.

d) "Goods" for the purposes of this contract shall be all items to be handed over in agreement with this contract, including software, also insofar as they are made available non-physically, e.g. electronically.

e) Reference to legal requirements, technical norms, enclosures or other documents shall, unless otherwise explicitly stipulated, relate to the respectively valid version. Any references to the contract shall include the enclosures thereof.

2 Conclusion of the contract; service providers and subcontractor

a) Our offers are, in principle, non-binding and serve as a noncommittal request to the Customer to place a binding order for certain Goods or services. This binding order placed by the Customer shall be deemed accepted only if we confirm it in writing or have performed the delivery or service.

b) **We are always entitled to fulfil our own performance obligations through another KUMAVISION Group company (Clause 1, lit. a) in each case and to have them invoice in our own name**.

c) We are also entitled to fulfil our contractual obligations by commissioning suitable subcontractors.

3 Provisions for the purchase of standard software

a) Unless otherwise agreed in writing, the software subject to this contract shall exclusively be standard software that has not been developed or produced specifically for the needs of the Customer. The Customer is aware that according to the state-of-the-art, it is impossible to develop standard software such that it is faultless for all application conditions.

b) Should we be obliged to hand over the object code, it shall be handed over by the Customer accessing the notification of a download link.

c) On no account shall there be any claim to the handover or disclosure of the source code.

d)If we are obliged to perform an installation, the Customer shall ensure that the requirements for the IT system environment known to him or communicated to him by us, are met before the software is installed or updated, and that in particular compatibility and interoperability exist.

e)During the course of any possible test operations and during the installation, the Customer shall ensure the presence of an adequate number of competent, trained staff and, if necessary, halt any other work on the IT systems concerned. Prior to each installation, the Customer shall ensure that a data backup has been carried out for their data.

4 Conditions for the creation and localisation of individual software

For producing individual software and for carrying out individual extensions, or customised adjustments to software produced or delivered by us, the following conditions shall be valid:

a) If the Customer intends to have software newly developed by us for his operational needs, or to acquire certain standard software (to be specified in more detail), and have this adapted to the requirements of his business, we shall deliver the standard software and the adapted software to the Customer (Clause 8, lit. b)), and at the request of his staff, integrate it against payment in the software and, if required, hold training courses.

b) Unless otherwise agreed, we shall deliver the software in the localisation released at the respective location of the Customer.

5 Software documentation; information provided by KUMAVISION

a) For the standard software the Customer shall, depending on the manufacturer, receive online support in the IT system as programme documentation and guidance.

b) For other software, including the customised programmes, the Customer shall receive online installation instructions and - at our discretion - either online support or a programme description.

c) The deviations from the standard software shall be documented by us in accordance with the KUMAVISION in-house guidelines.

d) A right to new documentation does not exist for every change made to the software, but only for substantial changes which make new instructions mandatory.

e) For software launches by us, the following applies: Immediately after the transfer of the original data, a data backup is made by the Customer, which includes all programmes, master data, transaction data and parameterisations. This data backup is made to document our performance. If the Customer fails to provide this data backup, it is rebuttably presumed that the services of KUMAVISION were provided in accordance with the contract at this time. The agreed secrecy also applies to this data (cf. Clause 20). The data backups shall be retained in conformity with data protection requirements, in particular while ensuring the data protection objectives of confidentiality, security, integrity, authenticity and availability.

f) Information contained in brochures, service descriptions or other documents relating to our services is regularly reviewed by us and, if necessary, updated. Despite all due care, this information may have changed. Therefore, we cannot assume any liability or guarantee for the topicality, correctness, completeness or usability at any time. The same applies to data provided by us from external (e.g. public) databases on whose selection, quality, structure and maintenance we have no influence.

6 Rights of use; reservation of full payment; license activation

a) Should software be handed over exclusively for use, we shall remain the exclusive owners or holders of the rights.

b) In the case of **standard software,** we shall grant the Customer in the case of doubt, a simple (non-exclusive) right, unlimited in time, that is irrevocable and non-transferable, to use this software on his IT system to the agreed extent. (i) Should part of the object of the contract be the supply of software of a third-party manufacturer (such as Microsoft), the conditions of use of the latter shall be valid; in this case, we merely provide the licence contract which is concluded directly between the manufacturer and the Customer. These rights of use shall be provided to the Customer upon request - and insofar as requested, also before concluding the contract. (ii) In the event of a change in hardware, any software that is the object of the contract must be completely deleted from the previously used hardware.

c) The Customer shall be obliged in all cases to take suitable measures to prevent any unauthorised use by third parties, whereby (depending on the applicable conditions of use) branches, companies associated with the Customer (e.g. as licence holder), shareholders or establishments of the same holder, separated spatially or organisationally, may also be deemed "third parties".

d) With regard to the **production of individual software and carrying out individual extensions or individual customisations**, the Customer shall, in case of doubt, receive a simple (non-exclusive) right that is unlimited in time and nontransferable to use these for their own internal business purpose. This right shall include the contractually agreed, continuing work results such as partial or intermediate results (for example, functionally limited apps), or training-course documentation and auxiliary materials.

e) **Should software products of third parties be changed** by us, the respective licence terms, as a supplement to Clause 6, lit. d), shall be given priority for granting this right.

f) No further rights shall be granted on any account other than those regulated in Clause 6, lit. d).

g) If our KUMAVISION industry solutions based on Microsoft standard software (such as Business Central) are handed over, **the number of user licenses in the standard and industry solution must match at all times; any shortcoming must be retroactively licensed by the Customer.**

h) In the interest of price security and safeguarding the scope of the license, we are entitled to **activate (approve) all licenses offered by us upon the placing of the order or commissioning by the Customer,** in the absence of such, however, at the latest upon our announcement of the provision of the ERP environment agreed with the Customer (in particular, Microsoft Dynamics 365 Business Central or its successor).

i) Insofar as the delivery is carried out together with the IT system Open-Source Software, all the rights of the Customer in respect of this software shall comply with the respective provisions of the owner of the rights or of the distributor. Prior to delivery of the respective IT systems, we inform the Customer of the integration of software

which is subject to the GNU Public Licence (GPL) of each version or other so-called copyleft licences.
j) Furthermore, unless agreed otherwise in writing (e.g., in respect of the software development tools) or unless imperatively required by law due to legal provisions, the Customer as a licence holder shall not have the authority to change, process, copy or reproduce the software or text materials handed over to them (codes, documentation) on their own or by third parties. Existing copyright notices or registration features, such as registration numbers in the software, may not be removed or changed.
k) Insofar as the Customer has been granted development rights for standard software of third-party manufacturers within the meaning of Clause 6, lit. b), the Customer shall inform us of the type and content of the intended developments *prior to the delivery of the licence* (see Clause 8, lit. c) at entwicklung@kumavision.com and, if necessary from our perspective, conclude a demarcation agreement with us; the Customer shall inform themself directly in advance of any development restrictions of third-party manufacturers (e.g. Microsoft Universal Code). The same shall apply in the event of developments intended for a later time, which is to say before or during real-time operation in the scope of an existing project or consulting relationship with us.
l) Unless otherwise stipulated in the above licence terms, the resale, lease for purposes other than acquisition, or lending of the software, as well as any provision for independent use shall be permissible within the limitations set by law and only under the following additional cumulative conditions: (i) Any possible original data carriers are handed over to the purchaser or user, (ii) the Customer informs us in writing of the name and address of the purchaser or user, (iii) the purchaser has declared themself in agreement with our terms of delivery and service and the conditions of use of third-party manufacturers whose standard software is integrated in the software, and (iv) the Customer has deleted or destroyed all the remaining copies or integral parts of the software from their system and from all the external data carriers, including back-up copies, in such a way that they no longer have any possibility to use the software or parts thereof and can prove this to us upon request.
m) **Conditions of transfer: (i) Consent**: The transfer of licenses requires our express consent; the resulting costs are borne by the Customer on the basis of time and material; **(ii) full payment**: In case of doubt, the transfer of the respective right of use is subject to the condition precedent that the corresponding payment is made in full; until then, any prior use is limited in time.
n) The above license terms shall apply to any form of the transfer of use, whether known or unknown, including online distribution.

7 Orders (incl. update reference); online marketplaces
a) Orders, including releases, call-offs and activations of services and products (e.g., in project organisation tools), are legally binding, notwithstanding any commercial confirmation by us, and constitute an obligation to pay remuneration due in accordance with the order.
b) We may require that orders are always placed by a person expressly designated as authorised to sign according to the type and scope of the respective order, or by an executive representative of the Customer on a document provided for this purpose.
c) Orders can also be placed via electronic trading platforms that have been authorised by us (referred to as “online marketplaces”). For these ordering procedures, Clause 2, lit. a) applies.
d) Acts using the Customer’s respective access data are attributable to the Customer. The Customer is responsible for all declarations of intent made on the online marketplace. We shall not be liable for any damage caused by improper use of this access data.
e) The use of online marketplaces offered by us requires prior registration for opening a customer account. We decide on approval at our own discretion. There is no right to approval.
f) Upon receiving approval, the Customer declares their identity and creditworthiness for making orders in the usual scope of business at the same time.
g) The Customer receives an access password for their account which they must change individually and regularly renew using password security practices corresponding to the state of the art. The Customer’s access data may not be passed on to third parties, including business contacts. They must be kept strictly protected against access by third parties.
h) The technical availability (including maintenance windows, blocking) is subject to the respective terms of use of the online marketplace operator.

8 Prices, remuneration, terms of payment, modification
a) All prices are in EUR [Switzerland: CHF] ex works, plus despatch, insurance and packaging costs and the VAT valid at the time of delivery. We shall not assume any guarantee for the cheapest form of despatch.
b) Unless otherwise stipulated in this contract, invoices shall be due for payment immediately and without any deduction.
c)Unless any deviating agreements have otherwise been made, the date of payment for the delivery of software and hardware shall be determined according to the progress of the delivery. Software licences shall be deemed to have been delivered upon their activation/release/approval on behalf of the Customer.
d) In case of doubt, software adaptations and other services shall be remunerated on a time basis. The expended times shall be charged after rendering the services, using the service order or internal confirmation of service. Acceptance, release or handover is not a prerequisite for the invoice due date.
e) We may require the Customer to pay a down payment equal to the value of the services provided by us in accordance with the agreement. Except for mandatory statutory provisions, we shall not be obliged to issue a final invoice or final statement of account if and to the extent that our services rendered have already been properly invoiced in each case.
f) Should a date for payment not be agreed, the beginning of the default shall be defined in accordance with the legal regulations.
g) In addition, the Customer shall be in default of payment without further reminders 20 days after rendering performance and receipt of an invoice or an equivalent payment schedule.
h) In the case of a default in payment, the interest rate of the interest on arrears shall be 9% above the applicable basic interest rate of the European Central Bank. The assertion of additional damage or a higher interest rate for other legal reasons is not excluded; damage caused by delay includes costs incurred by us due to any need to transfer or participate in the acceptance of licenses and which we pass on to the Customer in the case concerned on the basis of time and material.
i) Authoritative for the punctuality of the payments of bank transfers shall be the date of the credit entry on our account. Cheques shall be deemed accepted as payment only after encashment of the amount minus any expenses.
j) Notwithstanding the Customer’s settlement terms, we shall also be entitled to set payments off against the oldest outstanding invoice.
k) **In the case of project contracts** with pricing based on estimated values, or the values of disclosed calculation bases, we shall be entitled, in the event of these bases being considerably exceeded (for which we are not responsible), to undertake a price adjustment to the extent necessary for compensating for this exceedance; in case of doubt, an exceedance of 20% or more shall be deemed considerable.
l) **For price adjustments in permanent debt relationships** (such as software subscriptions/“subscriptions”), Clause 21, lit d) shall apply.

9 Offsetting and retention; assignment; partial performance
a) The Customer is only entitled to set-off with claims that are undisputed or recognised by us, or have been legally established, or claims arising from the costs of remedying defects that have been sufficiently described (incl. additional costs of completion incurred as a result; see Clause 14, lit. c)). In **addition,** the customer is only entitled to exercise rights of retention if these originate from the same legal relationship and in the case of defects, insofar as the amount withheld is proportionate to the defects and the expected costs of subsequent performance (in particular, rectification of defects).
b) In the case of default, we shall have the choice of either withholding further services, or of making further services dependent on producing an appropriate security. Further rights are not excluded by this.
c) The assignment of the claims asserted against us is excluded. This shall not apply if the legal transaction on which this claim is based is a commercial transaction for both parties.
g) Partial deliveries, partial services and respective accounting effected by us shall be permissible if they are not unreasonable for the Customer.

10 Delivery and passing of risk
a) Irrespective of the provisions concerning the transportation costs, the risk of destruction and deterioration shall pass to the Customer upon delivery to the person or organization commissioned with the shipment, even if we carry out the shipment ourselves.
b) Upon request, we shall cover the delivery by a transport insurance at the Customer’s expense.

11 Reservation of self-supply; performance periods, places and obstacles
a) For services to be rendered within the scope of our contractual obligation, we purchase hardware, standard software and, if applicable, services carried out by third parties; our obligation to perform is therefore subject to correct and due fulfilment by these third parties.
b) Planned dates or deadlines are not guaranteed. Any deadlines or dates considered to be binding between the parties shall be agreed to explicitly.

c) The obligation to render performance by certain deadlines or on certain dates shall require that the Customer has fulfilled the relevant services and obligations incumbent on them. Should this not be the case, the dates and deadlines shall be extended as appropriate. This shall apply accordingly if the Customer is in default of payment and without an explanation being due from us.
d) Any hindrances of performance for which no party is responsible shall lead to a respective extension of the deadline for performance. This applies in particular to force majeure (incl. diseases such as epidemics), war, natural catastrophes, breakdowns in transportation or business operations, impeded import, lack of energy or raw materials, official directives and labour conflicts. We shall be entitled to withdraw from the contract if the hindrance of performance continues for an unforeseen period and the purpose of the contract is endangered.
e) Similarly, an extension of the deadline for performance shall be applicable as long as we negotiate a change in performance (for instance, in the scope of change requests), or we offer a follow-up quotation after the assumptions in our offer (which have become an integral part of the contract) have proven to be inappropriate.

f) **Agreed service days and service packages (incl. updates and support)** can be called up within the usual business hours of our support team. These are: **Monday to Thursday 8:00-17:00, Friday 8:00-16:00**. Excluded from this are all public holidays in Germany, Austria and Switzerland, as well as Christmas Eve (24.12.) and New Year's Eve (31.12.).

g) The place of performance shall be KUMAVISION's registered office.

12 Retention of title; data return and deletion
a) We shall retain title to the items delivered by us until we have received all payments arising from the entire business relationship.
b) Should the manufacturer or supplier already have a retention of ownership of the delivery item, we shall acquire a contingent right to the transfer of title instead of ownership.
c) In the case of seizures or other interventions of third parties, the Customer shall notify us immediately thereof in writing.
d) The Customer does not acquire ownership of the software products provided in the scope of contract fulfilment.
e) The data of the Customer stored by us in the context of contract fulfilment remain in the power of control and legal responsibility of the Customer.
f) The Customer can claim back their data from us at any time against reimbursement of the associated costs. Our entitlement to remuneration remains unaffected by this.
g) The data are released in a form that is suitable for the data, taking reasonable account of the Customer's wishes, on a data carrier or by remote data transmission in the data format in which the data are stored on the data server. The Customer is not entitled to receive the software that is suitable for use of the data; otherwise, Clause 20, lit. g) applies.

13 Limitations of liability and partial blame
a) For damage arising other than fatal injury, bodily injury or damage to health, we shall only be liable insofar as this damage arises as a result of wilful intent, gross negligence or negligent violation of an essential contractual obligation by us or our vicarious agents. An essential contractual obligation is one that must be fulfilled in order for the proper implementation of the contract to be at all possible and for which compliance may be relied upon by the Customer as a matter of course. We shall only be liable for foreseeable damages, the occurrence of which must typically be expected.
b) Our strict liability due to defects which already exist at the time of the conclusion of the contract is excluded.
c) The aforementioned regulations shall be valid for all claims for damages (in particular, claims for damages in addition to the performance and claims for damages instead of performance) and irrespective of the legal grounds, particularly due to defects, the breach of duties arising from the contractual obligation or from an unlawful act. They shall also be valid for the claim to compensation of fruitless expenditures. Any liability for damages beyond this shall be excluded.
d) With regard to the loss of data, we shall be liable in conformity with the above sections (i) only if such a loss would not have been avoidable, even if the Customer had taken appropriate measures for data protection. Insufficient data protection is deemed to be the case particularly if the Customer has failed to take precautions, i.e. by taking appropriate protective measures commensurate with the state-of-the-art against internal disturbances and against external influences that can endanger individual data or an entire data stock, (ii) and only insofar as this relates to the reimbursement of expenses for the recovery of the data up to the last available or required backup.
e) Liability due to interruption, disturbance or other incidents causing damage that are based on telecommunications services provided by us or third parties and for which we are liable shall be restricted to the amount of recourse possible for us against the respective provider of the telecommunications service. We shall not be liable for the operability of the communication installations for the servers that are an object of the contract in the case of power cuts and server breakdowns that are not within our scope of responsibility.
f) We shall not be responsible for material defects in the supplies that we have purchased from third parties and passed on to the ordering party in unchanged form; liability in the case of wilful intent or gross negligence shall remain unaffected.
g) A change in the burden of proof to the Customer's disadvantage shall not be related to the above regulations.
h) Any claims arising from a guarantee given by us for the quality of the purchase item and from the Product Liability Act shall remain unaffected.
i) The limitation period for minor contractual infringements shall be limited to 2 (two) years.
j) Liability for open-source software handed over free of charge shall be excluded.
k) No liability shall be assumed for the contents of the Customer's data backups.
l) In the event of breaches of Clause 14, lit. c) and d), we reject any legal liability for damages or the reimbursement of fruitless expenses, unless the Customer can prove that these disadvantages would also have occurred without the breach.
m) In the case of a claim resulting from the guarantee or liability, partial blame of the Customer shall be taken into consideration accordingly, particularly in the case of insufficient error messages or insufficient data protection.

(n) **Third-party products:** We do not assume any performance, warranty or other contractual obligation or liability for software products that do not originate from our portfolio (third-party products) and that we simply provide to the Customer without separate and contractually agreed consulting on selection and application. The same applies to the willingness or ability to maintain them by the manufacturer itself or third parties. Maintenance and support by us are excluded for these software products. The same shall apply if the Customer accepts third-party products for part or all of the services and solutions we provide for them without our testing and expressly confirming approval of them.

14 Defects of quality and defects of title
a) The Customer shall inspect our services subject to the purchase contract, contract for work or mandate law immediately upon delivery and/or performance, insofar as this shall be appropriate in correct business practice, and in the case of a defect, shall immediately give notification thereof.
b) Should the Customer fail to give such notification, the service shall be deemed approved, unless a defect is concerned that was not evident during the inspection. Should such a defect become apparent at a later time, notification thereof shall be given immediately after determining it; otherwise, the service shall be deemed approved, even in respect of this defect. If the defect was fraudulently concealed, this regulation shall not be applicable.
c) Despatch of the notification shall be sufficient for protecting the Customer's rights. A qualified description of the defect shall be enclosed with the notification, stating the time and the circumstances under which the defect occurred, and, if possible, enclosing the protocol on the error messages displayed, and in a form that can reproduce the error.
d) The warranty for services shall expire insofar as the Customer has provided us with specifications for the environment in which the software or other contractual services are to be used, provided that the use by the Customer does not take place exclusively in an environment that complies with these specifications. The Customer shall indemnify us against damages or other disadvantages which we suffer as a result of these changes, in particular against all claims by third parties, including any necessary legal costs.
e) The warranty for services shall also expire if the Customer or third persons make (i) changes to the software without our consent, e.g., in the context of a use of development rights (cf. Clause 6, lit. k) or set-up parameters not notified to us or (ii) use third-party products as stated under Clause 13, lit n). This shall not be applicable if, in each case, the Customer provides evidence that the defect was not caused by these changes/usages, and that these changes/usages did not render the identification of the defect and its remedy more difficult.
f) In the case of defects of title for which we are accountable, we shall be entitled, at our discretion, to take suitable measures ourselves for removing the rights of third parties or the assertion thereof restraining the contractual use of the contractual item, or to change or replace the contractual item in such a way that the external rights of third parties shall no longer be infringed upon, if and provided that the agreed functionality of the contractual item is not essentially impaired thereby. Should this fail to be possible under economically reasonable conditions or in a reasonable form, the Customer shall be entitled to withdraw from the contract. Under these conditions, we may also withdraw from the contract.

g) The Customer shall immediately inform us of the assertion of rights of third parties and shall grant us and a possible third-party manufacturer full powers of attorney and the powers necessary for defending the contractual item against the rights asserted by third parties. Should we be responsible for the defect of title, we shall reimburse the Customer for the expenses incurred for legal proceedings that are required by law.
h) We shall not be responsible for disadvantages arising due to the following: the Customer failing to inform us immediately of the claims of third parties, the Customer acknowledging the maintained infringement of the protective right, or the Customer failing to leave disputes (including any extrajudicial regulations) to us or failing to conduct these only with our consent.
i) **The following regulations concerning material defects shall otherwise be valid accordingly.**
j) In the case of material defects, we shall guarantee to remedy the defect by supplementary performance in the form of repair or replacement at our discretion.
k) We shall be entitled to remedy defects by making changes to the software (including updating by releases, updates, service packs, hot fixes, etc.), provided that the contractual performance is not changed thereby to a more than insignificant extent.
l) We shall be permitted to provide a functional intermediate solution until the defect has been remedied.
m) We shall be authorised to carry out error analyses and error corrections using data communication installations on the Customer's computers.
n) To enable us to effectuate the repairs and replacements we consider necessary, the Customer shall, after notifying us, give us a reasonable deadline and sufficient opportunity for rectification; otherwise we shall be exempt from liability for the consequences resulting therefrom.
o) The repair shall be deemed to have failed after the third unsuccessful attempt if nothing to the contrary arises, particularly due to the nature of the item or the defect or other circumstances.
p) When assessing the 'reasonable deadline' and 'sufficient opportunity', consideration shall be given to the fact that any possible changes made to the software by us are to be agreed to with the manufacturers, released by them, or even carried out by them themselves, as the case may be.
q) Withdrawal shall be excluded if the reduction in the value or the quality of our performance is only insignificant and, similarly, if the Customer is in default of acceptance or shares a large part of the responsibility for the defect.
r) Should the Customer wish to claim for damages instead of performance, the Customer shall set us a four-week time limit prior to this with the warning that they will refuse performance after expiry of the time period.
s) In the case of withdrawal, the Customer shall remunerate the utilisation availed of, accordingly. The pro-rata purchase price shall be taken as a basis for remunerating the utilisation, taking into consideration the period of use for real operation in proportion to the total anticipated period of use (fiscal depreciation period), whereby an appropriate deduction shall be provided for the impairment of the programmes due to the defect that led to the withdrawal. For calculation purposes, the period of use of the software shall be assumed to be 4 (four) years.
t) The warranty claims for services shall become statute-barred at the end of one year following the performance and/or delivery, or if agreed, after acceptance by the Customer, provided that no harm to life, body or health, wilful or grossly negligent breach of duty or malicious behaviour is determined, or a guarantee has been given for the quality, or a procurement obligation has been assumed.

15 General cooperation; special obligations to cooperate in the event of defects and system-critical installations/updates; validation obligations of the Customer

a) The successful fulfilment of the agreed services requires the co-operation of the Customer. In particular, the Customer shall particularly keep us sufficiently informed, render their own services on time and make the necessary decisions in good time. **Obligations to co-operate are therefore major obligations and constitute an essential basis for business.**
b) The Customer shall ensure that all their required co-operation services necessary for rendering the agreed service are rendered on time, fully and free of charge for us. All the services to be rendered by the Customer shall be a prerequisite for our performance in conformity with the contract.
c) The Customer is responsible for providing comprehensive information about the intended general purpose and scope of the IT systems, as well as special requirements and circumstances that may be relevant as a system environment.
d) The Customer shall appoint a contact partner for us who shall be responsible for the contractual handling of the performance relationship and shall be authorised to submit the respective declarations. Contact partners must be qualified accordingly and authorised to answer the questions arising in connection with executing the individual contracts, and they shall be vested with the necessary commercial and professional decision-making authorisation. Should the Customer intend to change the contact partner it has appointed, it shall immediately inform us thereof. We shall be entitled to object to the change for compelling reasons. The objection shall be made immediately in writing, but at the latest within one week of the notification.
e) Contractual IT systems may be operated exclusively by employees who have undergone adequate training specifically for their activity.
f) Where training courses are concerned, the Customer must ensure that the persons to be trained have at least basic knowledge of IT.
g) Should we conduct work at the Customer's location, the responsibility and supervision thereof shall lie with the Customer. Work via remote data transmission (e.g. remote maintenance, software updates) shall be supervised by the Customer. The Customer shall be responsible for the documentation of this work.
h) The Customer is responsible for regularly backing up their data (in case of doubt, at least once a day and in several backups kept for several days on separate media) in such a way that in case of a loss of data or access thereto, a complete recovery is possible without delay, unless the hosting of the data concerned is carried out by us.
i) The Customer shall be responsible for the input and maintenance of their data and information required for using our services, and they shall be obliged to check their data and information for viruses or other damaging components before entry and to use suitable state-of-the-art protection programmes and access authorisation concepts for this (particularly user ID/login and password).
j) In preparation for software updates, the Customer shall check their IT system environment for conformity, prepare operations for any restrictions caused thereby (e.g., performance, downtime) and in particular also take precautions against system failures and their consequences (e.g. loss of data, restriction of the handling of business and production processes, etc.).
k) The Customer shall, insofar as this is possible, ensure our access to their information and communication systems. For hotline services, remote access is a mandatory requirement. The Customer shall also provide adequate office space with appropriate equipment for the provision of services.
l) The Customer shall be obliged to inform us immediately in writing of any changes in location, modifications or changes to the contractual IT system and the software installed on it which were not conducted or initiated by us or by a partner commissioned by us.
m) The Customer is obligated to report defects in the software or defects caused by the software in accordance with Clause 14, lit. a) – c). In the event of a repair, the Customer shall provide us with any information required for fault diagnosis and fault elimination without being asked to do so; in the event of a repair via data transmission or telephone, the Customer shall provide us with a trained, competent employee as an assistant. In the case of supplementary performance on site, we shall be given unhindered access and, if required, other work on the IT system or in the Customer's network shall be stopped.
n) The Customer shall carry out an inspection immediately following any significant change to the IT system, installation, elimination of defects, maintenance work, or any other interventions on the IT system in order to determine whether the functionality of their data protection routines (completeness and restorability) is still given and shall document the result in writing.
o) **Even after the end of the contract, the Customer shall be obliged to remain informed about current conditions of use of their software products,** in particular lifecycle or maintenance/support expiry, as well as storage and reactivation times and conditions, in each case obtain this information from the software manufacturer; we cannot assume any responsibility in this respect and are not obliged to provide information and advice outside a separate agreement to this effect.
p) Should the Customer fail to fulfil their obligation to co-operate fully, in good time, or correctly in any other way, our performance obligations shall be suspended until these obligations to co-operate are performed. In this case, we may also request the following as appropriate for the failure: an adjustment of the contractual terms and conditions affected by this, provisions (e.g. by rescheduling of resources provided), expenses (e.g. due to useless resources provided) and prices. Additional claims remain unaffected.
q) Should the Customer make a claim against us for supplementary performance and should it prove that a claim to supplementary performance is not given (e.g. user error, incorrect handling of the goods, absence of a defect, cases as per Clause 14, lit. e)), the Customer shall reimburse us all the costs incurred in connection with the inspection and supplementary performance, unless the Customer is not responsible for the claim made.
r) **In a regulated environment**, the Customer's processes and documentation requirements for qualification and validation remain solely with the Customer and their sole responsibility. In this respect, we are under no obligation to prepare, document or check.

s) Special co-operation for services; exemption from liability
The Customer shall ensure that all their required co-operation services necessary for rendering the agreed service are rendered on time, fully and free of charge for us. All the services to be rendered by the Customer shall be a prerequisite for our performance in conformity with the contract. The following obligations to co-operate, in particular, are primary duties and the key basis for doing business: (i) providing detailed information on the intended general purpose and scope of application of the IT systems, as well as specific requirements and facts that may be relevant for the system environment. (ii) The Customer undertakes not to save any contents, the provision, publication and use of which violate applicable law or agreements of third parties. (iii) The Customer shall be responsible for the input and maintenance of their data and information required for using the services, shall be obliged to check their data and information for viruses or other damaging components before entry and shall use suitable state-of-the-art protection programmes and access authorisation concepts for this (particularly user ID/ login and password, which are to be kept secret). (iv) The Customer shall, insofar as this is possible, ensure our access to their information and communication systems. For hotline services, remote access is a mandatory requirement. Furthermore, the Customer shall provide adequate office facilities with suitable equipment for providing the service. (v) The Customer shall be obliged to inform us immediately in writing of any changes in location, modifications or changes to the contractual IT system and the software installed on it, which were not conducted or initiated by us or by a partner commissioned by us. (vi) Where training courses are concerned, the Customer must ensure that the persons to be trained have at least basic knowledge of IT.

16 Acceptance of agreed or statutory performance
If, in individual cases, we have agreed with the Customer to applying contract law for work and services to certain services or if this law is mandatory for other reasons, the following applies:
a) After installing the Goods, particularly software, and testing them, we shall inform the Customer in writing of their functionality and request the Customer to accept them.
b) The Customer may then test the functionality of the Goods. In the event that acceptability is the case, the Customer shall immediately confirm the acceptance in writing, at the latest however, within one week.
c) Should acceptance by the Customer fail to take place within this time limit, the acceptance shall nevertheless be deemed to have taken place if the Customer does not notify us of significant errors which prevent acceptance within this period, because: (i) the Customer fails to report to us in a reproducible form any detrimental deviations of the Services from the agreed quality which the Customer identified in the course of the functional test or which were not detected due to gross negligence; (ii) the Customer fails to comply or does not fully comply with their obligation to participate in the functional test, insofar as there are no deviations which would have been detectable if the Customer had participated in the functional test in accordance with their duty. We will inform the Customer of this significance of their behaviour. The receipt of the letter by the Customer shall be decisive for the commencement of the time limit. If the Customer uses the software or renders payment without any written complaint, this shall be equivalent to an acceptance.
d) Acceptance cannot be refused due to the existence of insignificant defects.
e) At our request, partial acceptance shall be carried out for delimitable components that can be used independently, or for components that other components build upon, if the Goods that are to be accepted can be tested separately. If all the components have been accepted, the last partial acceptance shall be deemed the final acceptance.
f) The Customer is not entitled to go into live operation on their own initiative. In the event of the contrary, the object of the service shall be deemed to have been duly performed, unless KUMAVISION objects informally within 2 (two) weeks of obtaining positive knowledge thereof.
g) The Customer shall bear the burden of proof for defects in our work also prior to acceptance, unless he enables us to make our own findings on the defectiveness of our services by providing sufficient documentation of the defects within the meaning of Clause 14 lit. c).

17 Software introduction according to the agile project method
If an agile process (e.g. “Scrum”) is agreed as the procedure model for the introduction of software (“project”), the software shall be created cooperatively, incrementally and iteratively according to the provisions of service contract law and the following specifications:
a) The services to be provided and deadlines and - mirroring this - the costs incurred cannot be planned in detail with binding effect when the contract is concluded.
b) The IT solution - the “product” - which was only roughly defined at the beginning of the project, is created in a large number of manageable, previously agreed development steps that are completed in terms of content (“sprints”). The benchmark for each sprint is the “product backlog”; it contains the list of requirements for the product to be implemented from a priority-related point of view (including any change requirements). It changes iteratively with the product and the working environment. We hand over the results of the sprints to the Customer along with the corresponding documentation.
c) At the end of a sprint, the Customer shall immediately check whether the services have been substantially performed in accordance with the contract. At the Customer’s request, this check may be combined with a test that is carried out in the Customer’s area of responsibility. If the services have been provided essentially in accordance with the contract, the Customer must release the services immediately; a (partial) acceptance in the sense of the contract for work and services does not take place.
d) The released product is created and thus ready for handover if the product backlog no longer contains any open requirements, or the requirements are declared as “no longer to be implemented”.
e) The created product is installed on the agreed IT system in an executable form.
f) The Customer must inspect the product, including the documentation, accordingly without delay, however, no later than within 2 (two) weeks after establishing the operability and, if any deviation from the requirements is detected, notify us thereof. If no notification is made, our services shall be deemed as having been provided in accordance with the contract as far as non-reported deviations are concerned, insofar as there are no deviations which would not even have been identifiable in the course of an obligatory examination. Any possible further obligation of the Customer to point out detected defects remains unaffected. If a deviation is discovered later, the notification must be made immediately upon detection; otherwise, the product, including the documentation, shall be deemed as having been provided in accordance with the contract also in view of this deviation. The timely dispatch of the notification shall be sufficient to safeguard the rights of the Customer.

18 Contractual items and service obligations for services/orders and rental services (Cloud, SaaS) as well as app purchase
(1) General
a) We shall render our services exclusively in the IT sector and, insofar as they shall relate to software, restrictedly to our own software and standard software - to be specified in more detail and released by us - of third parties (particularly products based on Microsoft platform technology). **Services relating to programming, installation, connection, implementation, configuration or parameterisation are provided by us on a purely activity-related basis without regard to success and exclusively on the basis of a service contract**.
b) We offer **reusable software** as a service package at a fixed price without additional documentation and services (in particular maintenance, updates and support).
c) Any information given outside this sector or outside an existing consultancy agreement shall be considered nonbinding assessments and recommendations based thereon. **Advice on legal, tax-related, economic, or data protection/data security aspects and foreign regulatory frameworks (also concerning licences in all of these regards) is not the subject matter of the contract.**
d) At the request of the Customer, an agreement against payment can be made on technical selection consultation (e.g. infrastructure consultation) or on consultation concerning, or optimisation of, operation under organisational or economical aspects.
e) **Should part of the contractual item consist of introductory support services** within the scope of training for IT systems supplied by us or recommended for selection, we shall provide the Customer (or third parties named by the Customer) with all the knowledge and information enabling use of these IT systems which shall be defined beforehand in a separate system specification.
f) **Should part of the contractual item consist of consultancy and support services** (e.g., within the scope of a support or service hotline), we shall provide our special know-how, by way of trained personnel, relating to a specific software product or IT system in operation at the Customer’s location within the scope of a brief consultation (telephone, chat, at our discretion). Offering a hotline shall not serve as a replacement for user training or the use of a manual for reference purposes. We shall not be obliged to answer the Customer’s enquiries that are clearly due to the fact that no training or insufficient training has been provided on the part of the Customer. Enquiries over the support hotline shall in principle only be made by the agreed contact persons at the Customer’s location, unless there is an emergency.
g) **Project management tasks** shall be rendered by us upon request under special conditions.

(2) Maintenance services; updates

a) Should part of the contractual item consist of maintenance services or updates, the special conditions of the respective provider or sub-contractor shall be valid for services provided by us or subcontracted.

b) Maintenance shall comprise (i) software maintenance in the respective contractual programme version, i.e. the support and maintenance of the functional capability and reliable operational capability; (ii) a verification of the essential functionalities of the programmes; (iii) transmission and installation of programme upgrades (patches, releases, updates) and also the support and maintenance of their functional efficiency; (iv) maintenance and repair of the contractual software (especially via fixes or updates); (v) elimination of reproducible programme errors.

c) Maintenance can also be carried out at our discretion exclusively within the scope of remote maintenance via remote data transmission initiated and supervised by the Customer.

d) **For the term of a framework contract regarding updates, a procurement/purchase obligation applies to the respectively available updates.**

e) Clause 11, lit. f) shall apply to our performance times.

f) **The following are excluded from maintenance:** (i) programme versions that, to a major extent, constitute new programming work or new products, or significant further developments; (ii) changes to the source code or object code; (iii) computer programmes that were changed as a result of the Customer's own programming work, as well as IT systems that have been damaged or changed due to these changed programmes; (iv) establishment of operational readiness as a result of changes in the Customer's location and any subsequently necessary adjustments and updates; (v) elimination of the effects of operating errors or improper use.

(3) "Cloud services" (incl. "software and a service"/SaaS)

a) If "cloud services" are part of the subject matter of the contract, the following applies to our service: We shall (i) provide and maintain cloud-based software and storage space for remote use on our servers or servers from selected third-party providers or provide the Customer with software-based functions for billing according to the scope of use (SaaS) ("Services"); the scope, nature and quality of the Services provided are governed by the applicable product provisions/service descriptions of the respective Services, e.g. in accordance with the Cloud Solution Provider (CSP) programme of the manufacturer Microsoft for Microsoft Online Services (see https://kumavision.com/images/kumavision/impressum/microsoft-cloud-dienste-csp.pdf). This applies to the current version in each case; availability is subject to the applicable service level agreements.

b) Within the scope of the purpose of the contract, the Customer shall be granted the non-exclusive and non-transferable right to use the Services as intended.

c) The Customer shall be given a storage space - to be defined in more detail as needed - for online storage of their data to the extent defined; the Customer can reorder corresponding usage and storage quotas (subject to availability).

d) The respective cloud provider shall take appropriate precautions against data loss and to prevent unauthorised third-party access to the data of the Customer; in particular, the provider shall make backups, check the Customer's data for malware and install firewalls according to the state of the art for this purpose; more detailed rules are set out in the terms of use and performance descriptions of the cloud provider, for example in accordance with the above-mentioned Microsoft Cloud Solution Provider (CSP) programme (see the current version of Clause 18 (3)).

(4) SaaS operation and use of Microsoft online software products in subscription; modern lifecycle policy

If the Customer uses Microsoft Online Services and software products in SaaS operation on a permanent basis via subscription, the **modern lifecycle policy of the manufacturer Microsoft shall be applicable** to these software products, according to which updates are always integrated into the current major release and made available (or delivered/imported) so that the full scope of the support services offered (see Clause 18(1), lit. f), [2]) can be used. The customer is hereafter obliged to operate his software product on the currently released major release. Information about the respective version is provided by KUMAVISION upon request.

(5) App purchase

Application software products (apps) can be purchased by the Customer as part of service packages or by providing software product licenses from us and/or from AppSource (and possibly other online marketplaces) for their own independent cloud-based use in the context of their own business operations. If necessary, the Customer can book in required service packages or software product licenses. The Customer is responsible for the technical information, evaluation, implementation and introduction. Depending on the degree of support required with consulting and technical support services, we will support the Customer in this on request and against payment; the Customer also retains product control in this case. Clause 13, lit. n) applies to the purchase of software products from third parties.

(6) Liability of the Customer

The Customer is not entitled to provide services within the meaning of Clause 18 to a third party for use, in whole or in part, in return for payment or free of charge. In the event of services being used by unauthorised third parties using the Customer's access data, the Customer shall be liable for charges incurred thereby within the scope of civil liability up until the receipt of the Customer's request for changing the access data or the notification of the loss or theft, insofar as the Customer is to blame for the access by the unauthorised third party. The Customer shall be obliged to indemnify us from all claims asserted by third parties arising from the data stored by the Customer and reimburse us for the necessary costs we incurred due to possible legal infringements. We shall be authorised to block the Customer's data memory space immediately if there are reasonable grounds for suspecting that the stored data is illegal or violates the rights of third parties, particularly if courts, authorities, or other third parties inform us thereof, whereby we shall inform the Customer immediately of the blocking and the reason for it, and we shall remove the blocking as soon as the suspicion has been invalidated.

19 Change request procedure

a) The Change request procedure shall apply to each change in the contractual content, especially the Services, and in all other cases for which the application of the change request procedure is required by the contract.

b) The change request procedure is initiated when a party makes a change request. Each party shall process the change request made by the other party without delay.

c) The change request procedure shall end in the event of an agreement being made between the parties for concluding a change agreement.

d) Neither party shall be obliged to render services in accordance with a change request before a respective change agreement has been concluded. Should such services nevertheless be rendered, the rendering party shall bear the costs subsequently incurred itself.

e) Each party shall itself bear the costs that are incurred by it in connection with a change request procedure.

20 Data protection and confidentiality; data processing in the event of contract termination

a) **Commissioned data processing:** Insofar as we collect, process and use personal data when rendering the services, this shall be carried out exclusively on behalf of, and in accordance with the individual instructions and technical-organisational security, solution and process specifications of the Customer. The respective contract on commissioned data processing pursuant to Art. 28, Para. 3 DSGVO (General Data Protection Regulation (GDPR)/in Switzerland, Art. 9 FADP (Federal Act on Data Protection) - to be concluded separately - shall regulate the details.

b) **Business secrets:** For rendering Services, we shall only engage employees who have been made aware of the legal regulations on data protection and the special data protection requirements by appropriate measures before commencing their respective activity, and who have been obliged comprehensively in writing to observe confidentiality, including the maintenance of data confidentiality, and keep business and company secrets of the Customer confidential.

c) **Use of confidential information:** Confidential information shall be used by the parties exclusively for fulfilling or asserting their mutual rights and obligations arising from the contract. The term "confidential information" in this sense applies to the contract and all the other documents, data and information of a party that become known to the other party in connection with the preparation, negotiation, conclusion, implementation or performance of the contract (irrespective of whether these documents, data and items of information of a party are marked as confidential), insofar as (i) they are not generally known or accessible to the public or have become known without any involvement of the other party, (ii) they have not been released by the other party in writing as non-confidential, (iii) a party had already possessed them without being obligated to confidentiality at the time of being provided with them by the other party, or (iv) a party received them legally at a later date from a third party without being obligated to confidentiality. The recipient of confidential information shall make every endeavour to protect it against unauthorised use or publication, and in this respect shall exercise the same due care as they would for protecting their own confidential information, but at least the diligence of a prudent businessperson.

d) Irrespective of the above-mentioned provisions, each party shall be entitled to disclose confidential information of the other party with its consent. Without the consent of the other party, disclosure shall only be permissible if this is required by a supervisory authority or other authority responsible within the scope of legal requirements, is stipulated by mandatory legal requirements, or is disclosed to employees and subcontractors or consultants of a party who are

subject to the professional obligation of confidentiality. The disclosure shall be restricted to the required extent in the specific case. In addition, the other respective party shall be informed as speedily as possible about the disclosure such that it can take relevant, additional measures for protecting its confidential information.
e) **Return and destruction of confidential information:** Upon termination of the contract, each party shall hand over all the confidential information in its possession to the other party, insofar as it is in physical form. Otherwise, confidential information shall be deleted. Each party may request a written confirmation from the other party stating that all the confidential information in the possession of the other party has been handed over or deleted. The right or obligation of the parties to retain a copy of the confidential information for legally-stipulated archiving purposes or for other purposes provided for by the contract shall remain unaffected. Irrespective of the return or destruction of confidential information, the obligation to observe secrecy shall continue to apply after termination of the contract.
f) **Return, migration and deletion of Customer data:** (i) As the data controller within the meaning of data protection law, the Customer must give us instructions regarding their data (including its whereabouts) in good time before the end of the contract. Details in this regard are regulated by the respective agreement - to be concluded separately - on commissioned data processing pursuant to Art. 28 Para. 3 GDPR [Switzerland: Art. 9 FADP]. (ii) In the absence of a definitive agreement there, we shall apply the following: At the end of the contract, we shall cease all processing services and either delete or return to the Customer all personal data of the Customer in their respective state that exist at that time, or, in the event of a corresponding agreement, migrate the data at the instruction of the Customer for a fee, unless and to the extent that there is a legal obligation to store the personal data. (iii) The return or migration of the data shall take place in a form that is suitable for the data (and of our choice, but with reasonable consideration of the Customer's wishes on our part) on or via media that are suitable according to the state of the art (including remote data transmission) and in the data format in which the data are stored on the data server. The Customer is obliged to accept. (iv) The Customer shall not be entitled to receive software suitable for the use of the data. (v) Unless we receive instructions to the contrary, we shall delete the Customer's retained data 14 (fourteen) days after a release or migration of the data in connection with the termination of the contract, unless the Customer notifies us that the data are not readable or not complete within this period. Should no notification be given, this shall be deemed as agreement to the data being deleted. When returning or migrating the data, we shall specifically point out to the Customer the significance of their notification.

21 Term, termination, partial and special termination rights (incl. price adjustments and changes to these GTC)
a) Long-term contracts shall be concluded for a minimum term of 12 (twelve) months. The contract shall be extended automatically by one further year if the contract has not been terminated with 3 (three) months' notice to the end of the contractual term.
b) **Insofar as functionally definable services constitute the contractual item** (e.g. service certificates for maintenance, support)**, we are entitled to pronounce partial terminations if there is a factual reason for doing so** (e.g. technology change, manufacturer cancelations, end-of-life etc.) **for individual services, partial services and functions** (e.g. software modules or maintenance and/or support for individual software products).
b) The following applies **for terms and periods of notice of Microsoft Online Services**, such as for the Microsoft Cloud Provider (CSP) programme (See Clause 18 (3)): for an agreed contract term of (i) 1 (one) month, a notice period of 2 (two) weeks; (ii) 12 (twelve) or 36 (thirty-six) months, a notice period of 3 (three) months), in each case to the end of the contract term, unless otherwise agreed. If notice of termination is not given in due time, the contract shall be automatically extended by the agreed contract term; **(iii) as per the Microsoft coterminosity model, we reserve the right to adapt new Microsoft CSP subscriptions/licences** (see Clause 18 (3)) to the **term of existing Microsoft CSP subscriptions/licences.**
c) **Changes to the general terms and conditions of the contract (GTC):** If we send the customer modified GTC at least one month before the expiry of the notice period in written or text form or refer the Customer to modified GTC published on the Internet, the contract shall be extended to include these new GTC. If the Customer objects, the despatch of the amended GTC or the reference to the amended GTC shall be deemed to be a termination of the contract. The objection must be made in written or text form.
d) **Price adjustments:** (i) We are entitled to increase the agreed prices for the contractual services appropriately to compensate for cost increases for third-party products (including those caused by currency fluctuations), such as the Microsoft programmes. We are also entitled to adjust the prices in the event of renewals (contract renewals) accordingly in the event of general price changes by Microsoft or distributors. We shall notify the Customer of these price increases in writing or in text form no later than 4 (four) weeks before they take effect (e.g. via e-mail, newsletter, project organisation tool, customer account). The price increases shall not apply to periods for which the Customer has already made payments. If the price increase amounts to more than 10% of the previous price for the entire agreed service, the Customer shall be entitled to terminate the contract affected by the price change starting from the announcement and to the end of the next respective billing period (e.g. at the end of the month), unless the standard period of notice as per Clause 21, lit. a) is shorter. In this case, the shorter period is applicable; if the Customer exercises this right of termination, the prices which have not been increased shall be charged until the termination takes effect. We shall inform the Customer of this right of termination in written or text form together with the announcement (see lit. d) (i) above). (ii) **Otherwise**, we are entitled to amend or supplement the price lists on which the services of KUMAVISION are based (e.g. the tariff "KUMAVISION Service Fees") at our reasonable discretion. In doing so, we will announce changes or additions to the Customer in written or text form (see lit. d) (i) above) at least 4 (four) weeks before they take effect. If the Customer does not agree with the changes or amendments, they may object to them with a notice period of 3 (three) weeks from receipt of notice concerning the date on which they are intended to take effect. The objection must be made in written or text form. If the Customer does not object, the changes or additions shall be deemed to have been approved by them. If the Customer objects, we shall have a special right of termination for the contracts affected by the change with a period of 3 (three) months at the end of a calendar month.
(e) **Changes in performance:** (i) We may adapt the contractual item at any time to changed technical and planning conditions, provided that doing so does not adversely affect the Customer in terms of price, performance or quality and does not prove to be unreasonable for the Customer for other reasons. This relates in particular, but not exclusively, to adaptations to the state of the art or to technical or regulatory requirements, especially legal requirements. (ii) We may **also** adjust the contractual item within the necessary period of notice, which shall be appropriate for the circumstances before taking effect in each case and which normally shall not be less than 4 (four) weeks, by way of notice in written or text form (see lit. d) (i) above). This shall pertain to changed framework conditions (aa) regarding the provision, operation or performance of other services, even if this is connected with effects concerning price, costs for conversion and adaptation, service content, contract term and termination or quality, provided and to the extent that the reasons for adaptation are compelling (bb), and the adaptation and effects are not unreasonable for the Customer (taking account of the Customer's operational interests) (cc). This concerns the following: Changed framework conditions as per (aa) are in particular, but not exclusively, changes in the technologies and systems used for the provision of the services of the contractual item, such as, in particular, platform technologies, infrastructure, interfaces, processes, protocols and systems of third-party manufacturers or providers, including the termination of such technologies and systems, such as they are based on the specifications of technology leaders or large-scale data centre operators (such as Microsoft) or can be the consequence thereof, as well as changes in the supply conditions of our hardware and software product suppliers (including intermediate, partial or additional products and components, such as modules and add-ons). Compelling reasons as per (bb) are in particular, but not exclusively, the following: Technical developments and requirements;changes in the relevant legal situation or case law, standards, trade practices, other regulations; other equivalent reasons; sovereign obligations; supply bottlenecks; conformity, compatibility and interoperability with products and services of third parties that are essential to the contractual item, provided that the need for adaptation was not already apparent to us in a sufficiently specific manner at the time of conclusion of the contract. Something is generally unreasonable as per (cc) if the contractual balance between the parties is significantly disturbed by the change. In these cases, the change is not made. (iii) The Customer has the right to object to the changed services with a notice period of 3 (three) weeks from the receipt of notice concerning the date on which they are intended to take effect. The objection must be made in written or text form (see above lit. d) (i)). If the Customer does not object, the changes or additions shall be deemed to have been approved by them. If the Customer objects, we shall have a special right of termination for the contracts affected by the change with a period of 3 (three) months at the end of a calendar month. (iv) The Customer is aware that we work with third-party service providers involved in the respective service performance (such as Microsoft) to ensure current quality standards as part of a continuous improvement and update process. We are entitled to pass on to the Customer any service adjustments (including terms in the event of perpetual debt relationships such as software subscriptions) that we have agreed with third-party providers for this purpose. We shall

notify the Customer of these service changes in written or text form no later than 4 (four) weeks before they take effect (see lit. d) (i) above). The Customer has the right to object to the changed services with a notice period of 3 (three) weeks from the receipt of notice concerning the date on which they are intended to take effect. The objection must be made in text form (see above lit. d) (i)). If the Customer does not object, the changes or additions shall be deemed to have been approved by them. If the Customer objects, we shall have a special right of termination for the contracts affected by the change with a period of 3 (three) months at the end of a calendar month.
(v) Otherwise, changes require the consent of the Customer.
f) Conversely, our right to increase prices parallels a price reduction that we apply if, in particular, the costs for procuring items such as hardware, software, heat and energy, the use of communications networks or wage costs are reduced or other changes in the economic or legal framework result in a changed cost situation. We shall consider increases in one type of cost, e.g. wage costs, as grounds for a price increase only to the extent that no compensation is made by any decreases in costs in other areas, such as the costs for hardware and software. In the case of cost reductions, e.g. license costs, prices shall be reduced as long as these cost reductions are not offset in full or in part by increases in other areas. We will use reasonable discretion to select the respective times of price adjustments so that cost reductions are not taken into account under less favourable conditions for the Customer than cost increases; in other words, cost reductions impact the price at least to the same extent as cost increases do.
g) **Cancelation of work performance**: Should, in the case of work performance, the Customer have the statutory right to terminate the contract without cause until the work is completed, we may, at our discretion, (i) claim the agreed remuneration (less our expenses saved as a result or the benefits acquired through the use of our manpower elsewhere), or (ii) instead claim our expenses and - in addition to the remuneration for the services already rendered - a lump sum amounting to 40% of the services to which we are entitled but that have not yet been rendered at the time of the notice of termination. The Customer reserves the right to prove that the amount due to us hereunder is lower. Termination without cause shall be deemed to be the equivalent of the Customer otherwise permanently distancing themself from the contract or its execution.
h) The right of each contractual party to terminate the contractual relationship entered into for good cause in exceptional circumstances and without notice shall remain unaffected. Good cause is deemed to exist if facts emerge which, on taking the interests of all the circumstances of the individual case into account and considering the interests of the contracting parties, are such that the terminating party can no longer be expected to continue execution of the contract.
i) Good cause is deemed to exist particularly in each case in which (i) the Customer is in default for two successive deadlines with the payment of the agreed remuneration or the Customer, in a period that stretches over more than two deadlines, is in default with the payment to an amount that is equivalent to the payment for two months; in these cases, damage caused by delay also includes the costs that we incur as a result of any need to transfer or co-operate on the transfer of licences and for which we are allowed to invoice the Customer on the basis of time and material; (ii) the Customer is unable to pay or bankruptcy proceedings are opened with regard to their assets, or the application for the initiation of insolvency proceedings is rejected due to lack of assets; (iii) the Customer violates significant contractual obligations, particularly the contractual obligation to observe the law when using our contractual services, and fails to stop this violation immediately, even after our admonishing or notifying the Customer with regard to blocking the content.
j) Any termination shall be made in writing.

22 Other (prohibition of assignment, written form, place of fulfilment, choice of law, contract language, place of jurisdiction)
a) The Customer shall be obliged to inform us in writing of any changes in the data of their company (company name, legal form, address, e-mail address for reporting, bank connection).
b) Amendments to the contract shall be recorded by the parties in the written form. No oral subsidiary agreements shall exist that deviate from the content of the written contract or supplement it. Amendments and supplements to the contract shall be effectuated by the management or persons specially authorised by the Customer. Oral agreements or declarations of other persons shall only be effective if they have been confirmed in writing by the management of the Customer.
c) The Customer shall only assign rights arising from this contract with our written consent.
d) With regard to contracts with traders, the place of fulfilment for both parties shall be the registered office of our company.
e) These terms and conditions and the entire legal relationship existing between the parties shall be subject to the respectively applicable provisions of substantive law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods shall be excluded.
f) The language of the contract shall always be German, notwithstanding any other monolingual or multilingual copies or project communication.
g) If the Customer is a trader, a legal person under public law, or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from the contractual relationship shall be the registered office of our company, whereby we shall be entitled, however, to take legal action against the Customer at any other legal place of jurisdiction.
h) The ineffectiveness of any provisions in these contractual terms or in any other agreements made between the parties shall have no influence on the effectiveness of the remaining provisions of these General Terms and Conditions of Delivery and Service or of the other agreements. In each case, the parties shall always be obliged to replace the ineffective conditions with effective conditions that come as close as possible to the purpose of the ineffective conditions.