

## General Terms and Conditions of IS4IT GmbH

### Terms and Conditions (GTC)

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## Definitions

In these general terms and conditions ("GTC"), the terms defined below have the following meaning:

<b>Contractual partner</b>	IS4IT's contracting partner when commissioning based on the present GTC.
<b>IS4IT</b>	The organization registered under the company "IS4IT GmbH" in HR B 141845 at the Munich District Court and/or an associated company.
<b>Associated company</b>	In relation to a party, a company that is directly or indirectly controlled by this party, controls this party, is merged with this party under uniform management or is under uniform control with this party, control being assumed if at least 50 percent of the shares or voting rights are held.
<b>Data</b>	Characters (e.g. numbers, letters or other symbols) or character strings that are electronically, magnetically or otherwise imperceptibly stored, transmitted or documented in any other form (e.g. on paper).
<b>ISO</b>	International Organization for Standardization.
<b>Written</b>	Also means in text form, e.g. by fax, e-mail or electronic data exchange, unless expressly requested in written form.

## 1. Scope and contract partner data

- 1.1. These terms and conditions apply to the sale of services, hardware and software in the IT sector.
- 1.2. These terms and conditions apply to all contractual relationships and pre-contractual negotiations with our contractual partners, regardless of the service type and scope in the context of current and future business connections and contracts, unless special agreements have been made in writing.
- 1.3. They are recognized by placing an order or accepting the service. Conflicting terms and conditions of our contractual partners or third parties are only valid if IS4IT expressly agrees to their validity in writing, unless otherwise expressly agreed in writing.
- 1.4. We hereby expressly object to referencing own terms and conditions. Each contracting party must immediately and completely inform the other about name or legal form changes.

## 2. Contract components and conclusion

- 2.1. The specific contract for the commissioned service occurs through the contractual partner's written individual order and IS4IT's corresponding acceptance.
- 2.2. In the event of a conflict between contract components, the following sequence applies:
  - a) Award / negotiation protocol / individual contract (if available).
  - b) Description of services in IS4IT's final offer and the contractual partner's tender documents including all attachments and documents to which reference is made.
  - c) Framework agreement between IS4IT and the contractual partner (if any).
  - d) These terms and conditions.

If the service description in IS4IT's final offer deviates from the contractual partner's tender documents including all attachments and references in clause b) above, these deviations will not become part of the contract only if these deviations are expressly contradicted in the negotiation protocol or on behalf of the contractual partner.

- 2.3. If the contractual partner instructs IS4IT to deviate from the offer, these deviations only apply if and to the extent that IS4IT expressly agrees to them in writing.
- 2.4. Terms and conditions of a main order also apply mutatis mutandis to any additional or change orders, even if this has not been agreed separately.

## 3. Provision of services

- 3.1. For providing services, IS4IT may directly or indirectly employ subcontractors only with the contractual partner's prior written consent. The contractual partner will not unreasonably refuse consent to employing a subcontractor. The following clauses 3.2 and 3.3 remain unaffected.
- 3.2. IS4IT bears system responsibility for the commissioned services, i.e. it is responsible to the contractual partner for providing services in all process steps and with regard to all service components, regardless of whether it directly or indirectly employs subcontractors in the context of the service provision.
- 3.3. IS4IT ensures that when providing service and regarding service to be rendered, all legal provisions relevant at the time of service provision are observed, regardless of whether IS4IT directly or indirectly uses subcontractors in the context of the service provision.
- 3.4. IS4IT exempts the contractual partner from any third-party claims if IS4IT or a subcontractor employed by it, either directly or indirectly, does not comply with or violates a relevant legal provision (in particular minimum wage laws)
- 3.5. Any material to be provided by the contractual partner must be made available in good time and to the extent that IS4IT's proper provision of services is guaranteed.

## 4. Changes and additions

- 4.1. The contractual partner may request changes and additions at any time and - if the service provision consists of a work service or delivery - at least until acceptance and taking into account IS4IT's interests. This especially applies to changes in services

and additional services that are technically necessary, result from official requirements or are required to meet deadlines or the budget. In such cases, IS4IT will promptly examine such arrangements for technical feasibility as well as for quality, deadline and cost effects.

- 4.2. If a change results in increased costs and / or a missed deadline, IS4IT will promptly submit a supplementary offer.
- 4.3. If a change requires IS4IT services that are not provided for in the contract, IS4IT is entitled to additional remuneration. The additional remuneration is determined on the basis of the price determination for the contractually agreed service and the special costs of the required additional service.

## 5. Acceptance

- 5.1. If the service to be provided consists of work service or delivery, an acceptance is required.
- 5.2. The contractual partner must perform an acceptance inspection of the work no later than 14 working days after it has been handed over ready for operation. If the contractual partner does not accept the work within this period and even if it does not refuse to do so, the work is deemed to have been accepted ("fiction of acceptance").
- 5.3. An acceptance report is created for the formal acceptance. However, formal acceptance does not occur until IS4IT has eliminated any deficiencies found. Rectifying defects must be carried out promptly. Acceptance cannot be refused due to minor defects.

## 6. Delivery of goods

- 6.1. If the service to be provided is a delivery of goods, the contractual partner must examine the goods immediately after delivery by IS4IT, insofar as this is feasible in the ordinary course of business, and notify IS4IT immediately if a defect is found.
- 6.2. If the contractual partner fails to give notice, the goods are deemed to have been approved, unless it is a matter of a defect that could not be identified during the examination. If such a defect appears later, it must be reported immediately after it is discovered, otherwise the goods are deemed to have been approved, even with regard to this defect.

## 7. Retention of title

- 7.1. IS4IT remains the owner of the goods until full payment of the claims to which it is entitled from the entire business relationship, including interest and costs, and the complete redemption of bills of exchange and checks presented.
- 7.2. In the event of seizures of goods or other interventions by third parties, the contractual partner will point out IS4IT's ownership and notify it immediately. The contractual partner bears the costs and damage. IS4IT must be notified immediately in writing of any change in location of the goods subject to retention of title. In the event of a breach of contract by the contractual partner - especially in the event of payment default - IS4IT is entitled to take back the goods at the contractual partner's expense and, if necessary, demand the assignment of the contractual partner's claims for return against third parties.
- 7.3. Processing or transforming always takes place for IS4IT as the manufacturer, but without any obligation on its part. If IS4IT's (co-)ownership expires by connection, it is already agreed that IS4IT's (co-)ownership of a uniform item is transferred to IS4IT proportionally (invoice value). The contractual partner will keep IS4IT's (co-)ownership free of charge.
- 7.4. The contractual partner is entitled to sell the goods in the ordinary course of business as long as it is not in default of payment. Pledges or collateral assignments are inadmissible. The contractual partner hereby assigns all claims arising from the resale or any other legal reason (insurance, tort) regarding the goods to IS4IT, which accepts the assignment. Until revocation, the contractual partner is granted the authority to collect for its account in its own name the claims assigned to IS4IT.

## 8. Warranty

- 8.1. The warranty period is 12 months from handing over the delivery item. The same period also applies to claims for compensation for consequential damage caused by defects, provided no claims from tort are asserted. If IS4IT's operating or maintenance instructions are not followed, changes are made to the products, parts are exchanged or consumables are used that do not correspond to the original specifications, then any warranty shall lapse if the contracting party does not refute a corresponding substantiated claim that only one of these circumstances caused the defect.
- 8.2. If there is a defect for which IS4IT is responsible, IS4IT is entitled, at its discretion, to either remedy the defect or deliver a replacement. If the defect rectification fails twice or if IS4IT is not ready or unable to correct the fault or make a replacement delivery

or if this is delayed beyond a reasonable period for reasons for which IS4IT is responsible, the contractual partner is entitled to withdraw from the contract or demand a reduction in the purchase price. Any further claims of the customer, in particular its claims for damages including lost profit or other financial losses, are excluded.

The above restriction does not apply if the defect is based on intent or gross negligence. It also does not apply if the customer makes damage claims due to the lack of a guaranteed property.

- 8.3. The following special warranty provisions also apply to programs (software). IS4IT does not guarantee that program functions meet the client's requirements or that they work together in the selection it made.
- 8.4. A manufacturer's respective license agreements are accepted by opening the sealed diskette packaging. A subsequent return or exchange for another product is not possible. The respective manufacturer's warranty conditions for the program apply. IS4IT has carefully checked the software supplied, but is not liable for damage resulting from incorrect programming.

## 9. Liability

- 9.1. IS4IT is liable in the event of intent and gross negligence in accordance with the statutory provisions.
- 9.2. In the case of slight negligence, IS4IT is only liable if an essential contractual obligation is violated, the fulfillment of which enables proper execution of the contract in the first place, the violation of which jeopardizes achieving the contract's purpose and the compliance with which the contractual partner regularly relies or there is a case of delay or impossibility. In the case of liability arising from slight negligence, this liability is limited to damage that is foreseeable or typical, and amounting to a maximum of EUR 1 million per damage event and per year. This limitation of liability applies to liability arising from slight negligence even in the event of IS4IT's initial inability.

Liability for lack of guaranteed properties, malice, personal injury, title defects remains unaffected according to the Product Liability Act and the Federal Data Protection Act.

- 9.3. In the event of a claim against IS4IT due to liability, the customer's contributory negligence must be reasonably taken into account, especially in the case of insufficient error messages or data backup. Inadequate data backup exists, in particular, if the customer has failed to take precautions against external influences, in particular against computer viruses and other phenomena that can endanger individual data or an entire database, by means of appropriate, state-of-the-art security measures.

## 10. Termination

- 10.1. If the contractual partner becomes insolvent, stops his payments or if an application is made to open insolvency proceedings or judicial settlement proceedings over the assets of the contractual partner or one of its owners, IS4IT can withdraw from the contract for the part that has not been fulfilled, without prejudice to other rights.

## 11. Delivery times and delay

- 11.1. Delivery dates suggested by IS4IT are non-binding unless otherwise agreed in writing.
- 11.2. Delivery and service delays due to force majeure and events that make delivery significantly more difficult or impossible for IS4IT - including subsequent procurement difficulties, even if they occur with IS4IT's suppliers or their sub-suppliers - entitle IS4IT to postpone the duration of the hindrance plus a reasonable start-up time or to withdraw from the contract in whole or in part because of the unfulfilled allotment.
- 11.3. If the hindrance lasts an unreasonable period of time or at least longer than three months, the contractual partner is entitled, after setting a reasonable grace period, to withdraw from the part of the contract that is unfulfilled. If delivery time is extended or IS4IT is released from its obligation, the contractual partner cannot derive any claims for damages from this. IS4IT can only refer to the circumstances mentioned if it notifies the contractual partner immediately.
- 11.4. Both contracting parties must expressly agree on contractual penalties in writing for them to be effective. Otherwise, IS4IT expressly objects to a contractual penalty regulation.
- 11.5. If IS4IT is responsible for the non-compliance with binding agreed deadlines and dates or is in default, the contractual partner is entitled to compensation for default within the framework of the German Civil Code.

- 11.6. Deliveries are made at the purchaser's expense. After handover to a logistics partner or delivery by IS4IT to the specified delivery address, transfer of risk occurs
- 11.7. IS4IT is entitled to make partial deliveries and services at any time, insofar as this makes economic sense for the parties regarding the subject of the contract, and may also invoice these partial services separately.

## 12. Data protection and security

- 12.1. Personal data are - regardless of their designation - all information within the meaning of Art. 4 No. 1 General Data Protection Regulation (GDPR), which refer to an identified or identifiable natural person. Identifiable, within the meaning of Art. 4 No. 1 GDPR, is a natural person who can be identified directly or indirectly, in particular by means assigning a label such as name, ID number, location data, online code or one or more special features expressing the person's physical, physiological, genetic, psychological, economic, cultural or social identity.
- 12.2. Each contracting party ensures that all of its current and future employees who are involved in collecting, processing or using personal data from customers, suppliers, employees or third parties or who could come into contact with them for other reasons (e.g. visiting a party's business premises), are obliged to act in accordance with the GDPR provisions.
- 12.3. Insofar as IS4IT processes personal data in the context of service provision, it undertakes to enter into a data processing agreement on behalf of the contractual partner who makes it available and ensure that any other necessary agreements for processing the personal data are also concluded by IS4IT's subcontractors.

## 13. Information security

- 13.1. Software and hardware used and / or delivered by the contracting parties within the framework of this contract must not contain any functions that endanger the integrity, confidentiality, authenticity and availability of the processes, agreed services, hardware and / or software or other data of a contracting party, in particular functions
- for undesired transmitting / delivering data,
  - for undesired changing / manipulating data or flow logic or
  - for undesired introducing data or function extensions.
- "Undesired" in this sense is a function that
- no contracting party has requested,
  - the client has not listed in the tender documents with a concrete description of the function and its effects,
  - the contractor has not offered with a concrete description of the function and its effects and
  - a contracting party has not accepted in writing in individual cases.
- 13.2. Contracting parties are obliged to provide their own and the other party's data as well as data necessary for the contractual provision, in accordance with the state of the art against unauthorized access, modification, destruction and other misuse ("information security"). In particular, each contracting party must strictly separate the data of another contracting party (with the exception of e-mail communication) from third-party data, treat them separately and implement appropriate protective mechanisms against third-party access to the data. Insofar as a contracting party's data backup is or becomes part of the contractual services, the securing party must observe all state-of-the-art precautions in order to restore this data at any time in a legally secure manner and without loss.
- 13.3. Depending on the type and protection requirements of a contracting party's relevant data or their importance for its business operations, each contracting party may demand an appropriate level of security measures from the other.
- 13.4. Each contracting party must ensure that no software may cause damage (e.g. viruses, worms or Trojans). The contracting parties must check this in accordance with the current state of the art and, upon request by a contracting party, confirm in writing that this check did not reveal any evidence of harmful software.
- 13.5. If a contracting party becomes aware of an incident involving a breach of information security (e.g. security gaps, data loss, failures, hazards, infestation by harmful software, data misuse), in particular in the form of third parties' unauthorized access to the data of another contracting party (e.g. data leakage or cyberattacks), or if there are indications for a contracting party which with reasonable

assessment justify the suspicion of such an incident, this contracting party must immediately and free of charge for the other contracting party

- a) take all necessary steps to clarify the facts and to limit the damage as well as support the affected contracting party and
- b) if the breach of information security causes an interruption or delay in services and processes, a reduction in operational efficiency or data loss, support the affected contracting party in the recovery process and
- c) provide a safety report for a specified observation period upon request by the contracting party concerned. The necessary contents of such a report are in particular the results of security checks, identified information security risks and incidents and their treatment.

## 14. Confidentiality

14.1. "Confidential information" is a contracting party's information made available to a receiving party or legal representative, employee, agent, consultant or other representative or external consultant ("representative") or had already been made available before concluding or issuing this contract, regardless of the form and the reason for this.

14.2. Confidential information includes, among other things, the following information, in each case related to the disclosing party and its affiliated companies:

- a) Information which within the meaning of § 2 German Trade Secrets Act (GeschGehG) represents a trade secret.
- b) Information concerning sales networks; current and planned products; services; product specifications; data; computer software; current and planned methods; techniques and processes; third parties' current, former and potential customers; clients; contractors; legal entities; suppliers or brokers; price lists; market studies; business plans or opportunities.
- c) Information regarding business and affairs; assets; liabilities; historical, current and projected sales; investment budget; forecasts; strategic planning; marketing and advertising plans; agreements and contracts; names and backgrounds of service providers as well as training techniques and materials.
- d) Any notes, analyses, compilations, studies, summaries, interpretations and other clarifications prepared by the receiving party or its representatives, insofar as they contain confidential information according to this agreement, are based on it or refer to it ("notes").
- e) Any discussion between the parties pertaining to the purpose or existence of this contract

14.3. Each party treats the classified information contained in whatever form by the other party as strictly confidential and will not disclose it to third parties unless the disclosing party has given its prior written consent.

14.4. Confidential information

- a) may only be used by the receiving party for the purpose stated in this agreement, unless the disclosing party has expressly consented to other use in writing, and
- b) may only be communicated, disclosed or otherwise brought to the attention of its own employees who have a justified interest in the information and have been committed to confidentiality in their employment contract or by any other written agreement which does not fall below the level of protection provided for in these terms and conditions, and
- c) are protected by the receiving party from unauthorized access and disclosure to third parties with the same degree of care as their own information of the same importance or confidentiality, but always with at least appropriate care.

14.5. If one party discovers unauthorized access to or misuse of the other party's confidential information, it is obliged to take the best possible measures to prevent further unauthorized publications and access and must inform the other party of the incident.

14.6. Each contracting party also undertakes to keep business and trade secrets and other information which it is not entitled to use or disclose - for whatever legal reason - and which may not be used by the other contracting party without being exposed to third-party claims during the contractual relationship and not be disclosed to the other party.

14.7. The duty of confidentiality does not apply to confidential information with regard to which the receiving party can prove that this information

- a) was already in its possession at the time of disclosure without a confidentiality obligation;
- b) was demonstrably developed independently by the receiving party, namely by those of its employees who did not have access to the confidential information;
- c) was or became public knowledge at the time of disclosure or thereafter without any action or omission on the part of the receiving party;

- d) was disclosed to the receiving party by a third party who was not subject to any confidentiality obligations;
  - e) must be disclosed by the receiving party due to a legal obligation or governmental order, provided the receiving party makes reasonable efforts to avoid or limit the disclosure and has given the disclosing party advance notice of the disclosure;
  - f) has been expressly approved by a written declaration.
- 14.8. Confidential information received must be maintained for a period of 3 years after terminating this contract as described in these terms and conditions, and to the extent the agreed obligations of this section shall apply mutatis mutandis for the stated duration.
- 14.9. The contractual partner agrees that the business relationship with IS4IT may be referred to by IS4IT in its advertising.

## 15. Remuneration, invoicing and payment

- 15.1. Basically, prices result from the currently valid offer, to which IS4IT is bound for 15 working days from the offer date. Prices stated in IS4IT's order confirmation in euros plus the respective statutory sales tax are decisive. Deliveries and services not specified or additional deliveries and services will be charged separately according to the usual market price.
- 15.2. If no offer is available, the contractual partners are aware that IS4IT's order confirmation is based on the prices from the current price list at the time the order is received. This can be sent by IS4IT at any time upon request or viewed there.
- 15.3. IS4IT is entitled to change and adapt the price list at any time with two months' prior notice to the existing contractual partners. In this case, IS4IT grants the contractual partner a right of termination for 10 working days from announcing the new prices.
- 15.4. The payment deadline is 30 days from the invoice date without any discount, unless otherwise agreed.
- 15.5. A payment is only considered to have been made when IS4IT can dispose of the amount. In the case of checks, payment is only deemed to have been made when the check is cashed.
- 15.6. If the contractual partner is in default, IS4IT is entitled to charge companies default interest, as well as other expenses and costs.
- 15.7. If IS4IT becomes aware of circumstances that question the contractual partner's creditworthiness, in particular if the contractual partner fails to cash a check or the contractual partner stops payment, or if IS4IT becomes aware of other circumstances that question the contractual partner's creditworthiness, IS4IT is entitled to make the entire remaining debt due. In this case, IS4IT is also entitled to demand advance payments or security deposits.

## 16. Applicable law, place of jurisdiction

- 16.1. All of our business relationships with our customers are subject exclusively to the law of the Federal Republic of Germany. Application of the UN sales law (UNCITRAL) is expressly excluded.
- 16.2. IS4IT's registered office is the place of fulfillment and the exclusive place of jurisdiction for all legal disputes arising directly or indirectly from the contractual relationship. At its discretion, IS4IT can also sue the contractual partner at its registered office. If IS4IT's contractual partner is not a registered trader, the statutory regulation applies.
- 16.3. Should individual clauses of these contractual terms and conditions or individual agreements concluded in addition to them be wholly or partially invalid, this does not affect the validity of the remaining clauses. The ineffective clause will be replaced by another that comes as close as possible to the economic purpose of the ineffective regulation and is effective in its turn.
- 16.4. These terms and conditions are written in English and German. In the event of interpretation difficulties and / or contradictions, the German version is decisive.