General Terms and Conditions of Data Elektronik GmbH

Effective: March 2024

A. General Provisions

1 Scope / Binding Period

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

1.2 The Provider offers services related to the provision of software and hardware products as well as the provision of IT services to customers. Customers are exclusively entrepreneurs within the meaning of § 14 BGB (German Civil Code). The content of the offer always depends on offers/offering documents created by the provider and accepted by the customer ("Offer"). In the event of contradictions between the offer (including any annexes) and the GTC, the offer shall prevail. Other documents referenced in these GTC shall apply subsequently.

1.3 The customer's general terms and conditions/purchasing conditions do not become part of the offer instead of or in addition to these GTC, unless the provider expressly confirms this to the customer in written form within the framework of the offer conclusion; text form is excluded. The customer is aware that the commencement of performance by the provider under no circumstances constitutes acceptance of the customer's general terms and conditions/purchasing conditions.

1.4 The provider reserves the right to change these GTC at any time. The customer will be informed in writing about the changes six (6) weeks before the changes take effect. As part of this information, the new GTC will be communicated to the customer. He is entitled to object to the application of the new GTC within four (4) weeks after receipt of this notification. If the customer fails to object, the amended GTC will become part of the offer after the expiry of the six-week period. The provider will explicitly inform the customer of this deadline in the context of the notification of the changes.

1.5 Provisions concerning the main performance obligations of the contracting parties, which significantly change the relationship between main and counter-performance obligations and other fundamental changes to the contractual obligations that are equivalent to the conclusion of a new offer, are excluded from the right to amend these GTC. An express contractual agreement is required for such changes.

1.6 Offers from the provider are always non-binding; only the order/placement by the customer and acceptance by order confirmation constitute a binding offer.

2 Services of the Provider

2.1 The services provided by the provider in the context of a business relationship generally consist of the following elements:

2.1.1 Provision of hardware and/or indefinite provision of software products from third-party providers or developed in-house ("standard software") to the customer ("sale"), details thereof under B;

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

2.1.3 Provision and operation of the provider's own standard software for use by customers and their customers in the form of a limited software transfer including customer support ("SaaS services"); details thereof under D;

2.1.4 Adaptation of standard software to the individual needs of the customer ("customizing") or individual software development within the customer's projects ("development services"), details thereof under E;

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

2.2 Supplementary conditions take precedence over the general provisions to the extent that they conflict with them.

2.3 The provider provides the services in accordance with the offer.

2.4 The provider carefully selects its own employees or third parties as subcontractors with the necessary qualifications to provide the services. The provider is always entitled to replace its own employees or third parties deployed for the provision of services with those with comparable qualifications and experience. If these employees have been communicated to the customer by name, the provider will inform the customer about the replacement.

2.5 The agreed remuneration covers only the scope of services documented in the offer. Agreed additional services will be charged separately based on the agreed prices. The prices specified in the offer are deemed agreed. If the service description in the offer contains unintended gaps or ambiguities, the provider is entitled to adjust the service description accordingly at its reasonable discretion.

3 General Obligations of the Customer

3.1 The customer acknowledges its (stated in these GTC and, if applicable, additionally in the offer) cooperation obligations as a prerequisite for the provision of services by the provider and thus as its contractual obligations.

3.2 The customer shall designate in writing at least one contact person for the provider and a postal address and email address at which the contact person can be reached. The contact person must be able to make the necessary decisions for the customer or bring them about immediately. The contact person ensures good cooperation with the contact person at the provider's.

3.3 The customer shall inform the provider in a timely manner of any changes to the contact person(s) and the contact details. If the customer violates this obligation, any resulting delays or additional costs shall be borne by the customer.

3.4 The customer shall grant the provider the necessary access rights to its hardware and software, the necessary authorizations to its personnel, and the necessary information and cooperation in order to provide the services. The customer is responsible for ensuring that the necessary access rights, authorizations, and information are granted to the provider and for obtaining any necessary third-party rights. If the customer violates this obligation, any resulting delays or additional costs shall be borne by the customer.

3.5 The customer shall provide the provider with all information and documents necessary for the provision of services in a complete, accurate, and timely manner.

3.6 If the provision of services is delayed or becomes impossible due to circumstances for which the customer is responsible, the provider is entitled to demand compensation for the resulting damages. The right to assert further claims remains unaffected.

3.7 The customer is aware that the provision of services is dependent on the proper fulfillment of the customer's cooperation obligations and that any delays or disruptions caused by the customer may lead to delays in the provision of services by the provider. In this case, the deadlines and deadlines for the provision of services by the provider shall be extended accordingly.

3.8 The customer is aware of the necessity of regular data backups and undertakes to carry out such backups at regular intervals at least once a day.

3.9 The customer is aware of the necessity of regularly installing updates and patches for the software and undertakes to install such updates and patches at regular intervals at least once a month.

3.10 The customer shall regularly check the data processed or generated with the software for completeness and accuracy and shall immediately inform the provider of any defects or deviations.

3.11 If the customer fails to cooperate, does so improperly or belatedly, and as a result, the provider cannot fulfill its services as agreed upon, the provider is not responsible for any resulting disadvantages to the customer. The provider will invoice the customer for any additional costs incurred, especially for extended provision of personnel or resources, at the agreed prices. Other rights of the provider due to the customer's failure or inadequate cooperation remain unaffected.

4 Pricing and Payment Terms

4.1 The prices specified in the offer are net prices, to which the legally required value-added tax is added.

4.2 Prices for support and service services are fixed prices. Prices are invoiced in advance at the beginning of an offer year unless otherwise specified in the offer.

4.3 Prices for hardware and software rental are invoiced in advance at the beginning of an offer year unless otherwise specified in the offer.

4.4 Prices for hardware and software purchase are invoiced after delivery unless otherwise specified in the offer.

4.5 Prices for SaaS (Software as a Service) are invoiced in advance at the beginning of an offer year unless otherwise specified in the offer.

4.6 Prices for development services are calculated according to the following schedule if not otherwise specified in the offer: 50% in advance, 30% after delivery of a testable version, 20% after acceptance.

4.7 Any other prices or deviations from the provisions in sections 4.2 to 4.6 are determined in the offer.

4.8 If remuneration is based on "person-days" worked, one such "day" equals eight hours per person from 8:00 a.m. to 5:00 p.m. on working days (Monday to Friday) at the provider's location. The provider bills for time worked in increments of fifteen minutes.

4.9 Invoices are payable within fourteen (14) days of receipt. In case of doubt, invoices are considered received three (3) working days after the invoice date. Payment by the customer can be made by SEPA

bank transfer or SEPA direct debit. Any bank charges (especially for international payments) are borne by the customer. Cash discounts are excluded unless otherwise specified in the offer.

4.10 The customer is in default even without a reminder from the provider if the invoice is not paid by the end of the period specified in A. 4.9. In case of default, the provider may charge interest at a rate of nine (9) percentage points above the respective base rate.

4.11 Travel expenses, allowances, and other incidental expenses as well as expenses incurred for the provision of contractually owed services by the provider are invoiced additionally and on a cost basis unless otherwise specified in the offer. Unless otherwise agreed on a case-by-case basis, the provider invoices travel to customer sites requiring more than one hour (one-way) travel time from the provider's location according to the agreed flat rate in the offer.

4.12 The provider sends invoices in an electronic format to the customer.

4.13 The provider is entitled to adjust prices for recurring services in continuing obligations for the first time after twelve (12) months from the start of the offer and no more than once a year with a notice period of three (3) months based on the provider's cost development. The provider can pass on additional cost increases for third-party services unless the provider caused them. If the remuneration increases by more than 10%, the customer is entitled to terminate the affected offer with a notice period of six (6) weeks after receiving the request for increase, effective at the time of the increase. If the offer includes multiple divisible services that can be ordered independently and only one part of the offer is affected by an increase of more than 10%, the special termination right applies only to that part of the offer. In case of a reduction in corresponding costs, the customer can also request a corresponding reduction in remuneration for the first time after twelve (12) months. Notice of a price adjustment is provided via email to the address provided for offer communication / through the customer portal upon login.

4.14 The provision of services by the provider within the scope of continuing obligations is subject to the condition that the customer fulfills its payment obligations in a timely manner. If the customer:

a) fails to pay the agreed prices or a significant portion thereof for two (2) consecutive months, or

b) is in arrears with payment of the agreed prices totaling the prices for two (2) months over a period exceeding two (2) months,

the provider is entitled to:

c) suspend the affected partial services until payment of the prices, or

d) terminate the affected partial services without observing a notice period.

4.15 In addition to the prices for services rendered until the termination becomes effective, the provider is entitled to a compensation fee equal to the agreed prices for the period from termination until the end of the regular offer term. The customer is entitled to prove that the provider has suffered no or lesser damages than the compensation fee. If such proof is provided, only the proven damages need to be compensated. Other rights of the provider due to default remain unaffected. The termination of the offer does not release the customer from the obligation to pay for services used up to the termination date.

5 Warranty for Defects in Goods

5.1 For sales and development services, the following applies: The hardware/standard software is free from defects if, at the time of the transfer of risk, it essentially meets the agreed-upon quality described in the offer. "Guarantees" (especially regarding quality and/or durability) are only those explicitly designated

as such in the offer. The provider receives from the customer all necessary information for the rectification of software errors. The customer's claim for defect rectification is excluded if the defect cannot be reproduced or cannot be demonstrated by handwritten or machine-generated outputs.

5.2 For the rental of hardware: In case of hardware defects, the provider ensures proper use as per the offer by rectifying the defects or delivering defect-free hardware. The provider has the choice between rectifying the defect by repair or delivering new goods.

5.3 For the rental of standard software: In case of defects in standard software, the provider ensures proper use as per the offer by updating the standard software as soon as and to the extent that it is possible for the provider to do so. Providing the customer with a reasonable workaround regarding the standard software (a "workaround"), whereby only an insignificant error remains, is also considered as achieving the proper use as per the offer.

5.4 Claims of defects by the customer expire twelve (12) months from the start of the statutory limitation period. This period does not apply if the law mandatorily prescribes longer periods. Statutorily required defect notices by the customer must be made immediately in writing with a precise description of the problem. Only the contact person (Section A.3.2) is authorized to report defects.

5.5 The customer does not have a right of retention if their defect claims have expired. If the defect complaint was made unjustly, the provider is entitled to demand reimbursement for the expenses incurred. The assistance provided by the provider is to be remunerated by the customer at the agreed-upon prices with the provider or, in the absence of an agreement, at market prices.

5.6 Defect claims by the customer do not exist in the case of only minor deviations from the agreed-upon quality, only minor impairment of usability, or damages resulting from improper or negligent handling or in the course of the violation of cooperation obligations.

6 Warranty for Legal Defects

6.1 The provider warrants that the hardware and standard software provided or the applications in SaaS services do not infringe any third-party rights when used as intended by the customer. This warranty requires that the customer promptly notifies the provider in writing of any third-party rights asserted against them and leaves the defense and settlement negotiations to the provider. The customer will support the provider at no cost to a reasonable extent, in particular by providing necessary information. Statutory obligations of the customer to report defects remain unaffected. Rights in this sense are only those that belong to the third party in the Federal Republic of Germany and in the states where the customer uses the provided hardware and standard software as intended.

6.2 If the customer cannot use the provided hardware and standard software or the applications in SaaS services as contractually agreed due to the rights of a third party, the provider may, at their own discretion, either modify the services so that the rights of the third party are no longer infringed or provide the customer with the necessary authorization to use the services. Self-performance by the customer or involvement of third parties is excluded. The provisions regarding liability under Section A.9 apply to the customer's claims for damages.

6.3 Claims by the customer due to legal defects do not exist if the provided hardware and standard software have been modified after acceptance by the customer or third parties, unless the customer can demonstrate that the infringement is not a result of the modifications. Claims by the customer also do not exist for infringements of rights resulting from a combination of the hardware and standard software with services or products of third parties who are not subcontractors of the provider in this regard.

6.4 If the defect complaint was made unjustly, the provider is entitled to demand reimbursement for the expenses incurred. The assistance provided by the provider is to be remunerated at the agreed-upon prices or, in the absence of an agreement, at market prices.

7 Liability

7.1 The provider shall be liable without limitation for damages caused by gross negligence or intent on its part, its legal representatives, or vicarious agents. The provider shall also be liable without limitation for damages resulting from the culpable violation of life, body, or health.

7.2 Only in the event of a breach of essential contractual obligations, the violation of which jeopardizes the purpose of the contract and on the fulfillment of which the customer could particularly rely (so-called cardinal obligations), the provider shall also be liable in cases of simple negligence. This liability is limited to the reimbursement of damages that were typically foreseeable at the time of contract conclusion.

7.3 In addition, in cases of rental and SaaS, liability is excluded according to § 536a BGB and in cases where the customer is provided with software and other services free of charge for testing purposes, the provider's liability for all cases of simple negligence is excluded.

7.4 The provider's liability for damages under the Product Liability Act remains unaffected.

7.5 To the extent that the provider is not responsible for securing the customer's data according to the offer, in the event of data loss, the provider's liability is limited to the restoration costs that would have arisen with proper data backup by the customer.

8 Confidentiality and Data Protection

8.1 The parties shall keep confidential all confidential information of the other party that becomes known to them in the course of cooperation, i.e., protect it with the necessary care from unauthorized access. Authorized under this provision are subcontractors used in accordance with the contract as well as employees of the provider. The parties undertake to involve only those employees or third parties in the cooperation who have previously been obligated to maintain confidentiality in a comparable manner.

8.2 All information of a party - regardless of its form - that is marked as confidential in writing or whose confidentiality is clearly evident from its nature, in particular operational and business secrets, is considered confidential. The terms of the offer are also subject to confidentiality.

8.3 Information that the receiving party can prove is either (a) generally accessible or was, (b) already in the possession of the party without an obligation of confidentiality, (c) developed independently and without the use of confidential information by another party, or (d) lawfully acquired from a third party not obligated to maintain confidentiality is not considered confidential.

8.4 The provider will meet the customer's agreed requirements for data protection and data security. Both parties will comply with the applicable data protection regulations, especially those valid in Germany, and will obligate their employees involved in the offer to confidentiality, unless they are already generally obligated accordingly. To the extent that the provider processes personal data as part of its contractual services, it will act exclusively on behalf of and on the instructions of the customer. The parties will make a separate written agreement for this purpose regarding contract data processing.

8.5 The confidentiality obligations shall continue for three years beyond the end of the respective contract term.

9 Term and Termination

9.1 The provider shall provide the agreed services (if they are limited in time) from the provision of the provider software for a minimum contract term of one (1) year. Thereafter, the contract term shall be extended by one (1) further year each time, unless one party terminates the contract in whole or in part in writing no later than three (3) months before the end of the term. The date of receipt of the termination shall be decisive.

9.2 If a product is an individual development representing a one-time, self-contained project without maintenance or support services, the statutory regulations apply to the term and termination.

9.3 If software or hardware rental is offered in combination with maintenance and support services in individual cases, these services can only be terminated together. The combination of services is expressly agreed upon in the offer, if applicable.

9.4 After termination of the software rental, the customer must uninstall the software provided by the provider and delete any remaining identifiable software residues from the IT system. At the provider's request, the customer must confirm the fulfillment of the aforementioned obligations in writing.

9.5 Without prejudice to any rights to terminate services, both parties reserve the right to terminate in writing for good cause. If the grounds for termination consist of a breach of a contractual obligation, the terminating party shall set a reasonable deadline for the other party to remedy the grounds for termination before terminating. All circumstances that make further cooperation with the other party unreasonable shall be considered good cause for termination, including significant arrears in payments, cessation of business by the provider, or repeated or persistent serious defects in performance or cooperation.

9.6 Terminations must be made in writing; text form is excluded.

10 General Provisions

10.1 The parties may use each other's companies and brands publicly (especially on the company's website or in brochures) as references. In addition, the customer has the opportunity to act as a reference customer for the provider based on a separate agreement.

10.2 Assignment of rights or obligations of the customer from the offer to third parties is excluded without the prior written consent of the provider.

10.3 Offsetting by the customer is only possible with an undisputed or legally established counterclaim.

10.4 Changes and additions to these terms and conditions are possible in text form.

10.5 If written form is required according to the terms and conditions, compliance with text form (e.g., notifications by email) is sufficient, unless otherwise specified in individual cases.

10.6 The legal relationship between the parties shall be governed exclusively by German law, excluding the UN Convention on Contracts for the International Sale of Goods. The place of jurisdiction is the provider's registered office.

B. Additional Provisions for Sales

1 Scope of Services

1.1 As part of the sale, the provider provides the following services to the customer:

1.2 Provision of hardware to the customer, and/or

1.3 Provision of standard software for the customer's own operation.

1.4 The functionality of the hardware and/or standard software, as well as any additional services provided by the provider, are described in detail in the offer. The installation and commissioning of the hardware and/or standard software are the responsibility of the customer, unless otherwise specified in the offer.

2 Provision of Hardware

2.1 Hardware is provided to the customer according to the offer.

2.2 Delivery of the hardware is at the customer's risk and expense to the location specified by the customer in the offer.

2.3 Unless otherwise agreed in the offer, the connection of the hardware to the power and data network at the installation site is the responsibility of the customer. Similarly, it is the customer's responsibility to ensure the operational readiness of the hardware.

2.4 Training and instruction of the customer and its users by the provider are not included.

2.5 The customer shall inspect the general operational readiness and completeness of the delivered hardware and confirm the provision.

3 Provision of Standard Software

3.1 Software provided by the provider, unless expressly agreed otherwise, is standard software that has not been individually developed for the customer's needs. Contracts for the provision of software are therefore sales contracts. The parties agree that it is technically impossible to develop standard software free of errors for all application conditions.

3.2 For standard software from third-party manufacturers, the provider delivers the original user documentation from the manufacturer to the customer. The provider is not obligated to provide additional documentation beyond this. Upon request, the customer may review the original user documentation to be provided before entering into the contract. Otherwise, documentation is provided as online help within the software. If the customer requests further written documentation, they shall inform the provider before entering into the contract, and the provider will then provide an offer for such documentation.

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

3.4 If the provider is obligated to install software, the customer shall ensure that the hardware and other environment requirements communicated to them, especially the connection to the computer network including all cabling, are met before installation.

3.5 The setup of suitable computer workstations, particularly compliance with occupational health and safety regulations, is neither owed nor verified by the provider but is the responsibility of the customer.

3.6 During test operations and installation, the customer shall ensure the presence of competent and trained personnel and, if necessary, suspend other work with the computer system. They shall ensure data backup for each installation.

4 Usage Rights for Hardware

4.1 The provider ensures that it has acquired sufficient usage rights to the operating system software pre-installed on the hardware as well as to the standard drivers and application software. The provider grants the customer simple, non-transferable, spatially unrestricted, temporally unrestricted usage rights in connection with the respective hardware, unless otherwise agreed in the offer.

4.2 The customer undertakes to comply with the usage and license terms of the operating system software installed on the hardware and the application software. The relevant usage and license terms regarding hardware are described or referenced in the offer.

5 Usage Rights for Standard Software

5.1 The scope of the usage rights granted to the customer for the standard software, if obtained from a third-party provider, is determined by the relevant usage and license terms of the third-party provider. These are described or referenced in the offer. The customer undertakes to comply with the usage and license terms.

5.2 If no usage and license terms for the standard software are attached to the offer or if the provider develops the standard software itself, the provider grants the customer and the employees ("Users") designated by the customer for the use of the standard software, upon payment of the agreed prices, the simple, non-sub licensable, non-transferable, revocable at any time, temporally unrestricted, and content-restricted right to use the current version of the standard software and the functionalities associated with the standard software according to this agreement. The customer does not receive any further rights, particularly concerning the standard software.

5.3 The customer shall only use the standard software for its internal purposes. The customer is not entitled to use the standard software beyond the scope permitted by this agreement, or to allow third parties to use it, or to make it accessible to third parties. In particular, the customer may not rent, lease, sell, sublicense, allow third parties to use, assign, transfer, or copy the standard software or authorize the copying of the standard software, in whole or in part, except in the expressly permitted cases. Users are not considered third parties within the meaning of this provision.

5.4 If the customer is granted the right to use the standard software for testing purposes, their usage rights are limited to actions aimed at determining the condition of the standard software and its suitability for operation at the customer's site. In particular, productive operation of the standard software or preparation for productive operation is not permitted.

5.5 In the provision of services and works, the provider grants the customer a temporally and spatially restricted simple right to use the individually created results ("Work Results") for its internal business

purposes. The provider grants this right to the customer subject to full payment and, in the case of works, acceptance. The customer is entitled to transfer the right to affiliated companies within the meaning of § 15 of the German Stock Corporation Act (AktG) or to grant them a simple right to use the work results.

5.6 Until full payment and, in the case of works, until acceptance of the work results, the customer has the right to test the work results as agreed; this does not include the right to operational use. The right to test expires if the customer is in arrears with payment of the fee for more than thirty (30) days. Separate reminder by the provider is not required for this purpose.

5.7 Sections B.5.1 and B.5.2 do not apply to standard products that are part of the work results. Standard products are the provider's software as well as self-contained products or solutions from third parties that are subject to their own license terms. The customer's rights to these standard products are governed exclusively by the Supplementary Terms for Software Rental (C.) and SaaS Services (D.).

5.8 Sections B.5.1 and B.5.2 do not apply to work results that include "Open Source Software" or modifications of this software. Both parties undertake to comply with the corresponding Open Source Software license terms. The provider makes an up-to-date overview of these license terms available to the customer as part of the service provision.

5.9 The provider is entitled, while observing its confidentiality obligations, to use the work results including the know-how acquired in the provision of the services, especially the concepts, procedures, methods, and intermediate results underlying the work results, without restriction.

5.10 To the extent that work results arising in the provision of services are capable of being patented, registered as utility models, or designs, the provider may file a corresponding application for protection rights in its own name and at its own expense. The provider will grant the customer the right to use the protection right together with the work results to the extent necessary. Separate remuneration for this rights license is not payable.

6 Reservation of Self-Supply, Impediments to Performance, Default of Acceptance

6.1 Since the provider sources hardware and partially standard software from suppliers, the provider's obligation to deliver is subject to timely and correct self-supply.

6.2 Obstacles to performance not attributable to the provider lead to a corresponding extension of the performance period. This applies in particular to inadequate or missing self-supply (see Section B 4.1), force majeure, war, natural disasters, traffic or operational disruptions, obstructed imports, energy and raw material shortages, official measures, labor disputes, and the violation of the customer's cooperation obligations. The provider is entitled to withdraw from the contract if the impediment to performance continues for an unknown period and jeopardizes the purpose of the contract. If the impediment lasts longer than two (2) months, the customer is entitled to withdraw from the contract regarding the unfulfilled part, unless the customer is entitled to withdraw from the contract entirely.

6.3 An extension of the performance period also occurs as long as the parties are negotiating a change in performance or the provider submits a supplemental offer after assumptions in the offer, which have become part of the contract, prove to be incorrect.

6.4 Compliance with the provider's delivery obligation is contingent upon the timely and proper fulfillment of the customer's obligations.

7 Retention of Title

7.1 The provider reserves ownership of the items delivered by it until receipt of all payments from the entire business relationship.

7.2 The customer is obliged to handle the purchased item with care. In particular, he is obligated to sufficiently insure it against fire, water, theft, and vandalism damage at replacement value at his own expense. If maintenance and inspection work is required, he must carry out these in a timely manner at his own expense.

7.3 In the event of seizures or other third-party interventions, the customer will immediately notify the provider in writing so that the provider can file a claim pursuant to § 771 of the German Code of Civil Procedure (ZPO). If the third party is not able to reimburse the provider for the judicial and extrajudicial costs of a claim pursuant to § 771 ZPO, the customer is liable for the loss incurred by the provider.

7.4 The customer is entitled to resell the delivery item in the ordinary course of business. However, he hereby assigns to the provider all claims in the amount of the final invoice amount, including value-added tax, accruing to him from the resale against his customers or third parties. The customer remains authorized to collect these claims even after the assignment, provided that he has fulfilled the conditions for forwarding the amounts received to the provider and as long as the conditions of the provision on endangerment of claims (§ 321 of the German Civil Code) do not occur. The provider's authority to collect the claim itself remains unaffected. At the provider's request, the customer is obliged to disclose the assignment and to hand over the documents and information required for asserting the claim to the provider.

7.5 Upon the customer's request, the provider will release the securities to which it is entitled insofar as the value of the securities exceeds the claims to be secured by more than 20%. The selection of the securities to be released is at the discretion of the provider.

8 Defects in Third-Party Hardware and Software

8.1 Contrary to Section A.7 of these terms and conditions, in the case of delivery of hardware and standard software from third-party manufacturers, the provider may assign its corresponding claims against suppliers, manufacturers, or other third parties to the customer for the purpose of rectification or replacement delivery. Before asserting his right to subsequent performance by the provider, reimbursement of expenses for self-performance, damages instead of performance, withdrawal, or reduction, the customer must, if necessary, take action against the supplier of the provider or the manufacturer, even if it requires legal action, for subsequent performance, damages, or reimbursement of expenses for self-performance, unless this is unreasonable for the customer.

8.2 The above also applies if the provider has adapted, configured, or otherwise altered the hardware or software to meet the customer's needs, unless the defect was caused by the provider's performance.

C. Supplementary Provisions for Rental

1 Service Scope

1.1 Within the rental framework, during the offer period, the provider renders the following services for the customer:

- Provision of hardware products,
- Provision of proprietary standard software,
- Provision of third-party standard software for the customer's own operation, and/or
- Provision of SaaS (Software as a Service) from proprietary and third-party sources for the customer's own operation.

1.2 The functionality of the products listed under Section C. 1.1, as well as any supplementary services provided by the provider, are described in detail in the offer. Installation and commissioning of the products are the responsibility of the customer, unless otherwise specified in the offer.

1.3 Sections B. 3 and B. 4 are applicable in addition.

2 Customer's Specific Obligations

2.1 The customer will safeguard the usage and access permissions assigned to them or their users for the standard software, as well as identification and authentication safeguards, against access by third parties and will not disclose them to unauthorized users. They will regularly change passwords and secure access, wherever possible, through multi-factor authentication.

2.2 Upon the first request, the customer will indemnify the provider against all claims by third parties arising from the unlawful use of the standard software by the customer or with their consent, especially those resulting from data protection, copyright, or other legal disputes associated with the use of the standard software. If the customer becomes aware or must become aware of such a violation, they are obliged to promptly inform the provider.

2.3 The customer will ensure that authorized users under their authority comply with the provisions listed for the use of the standard software.

2.4 After the end of the offer period, the customer will return the hardware in all components in a condition corresponding to the offer. The customer will completely delete or destroy their data. Upon request, the customer is obligated to provide written confirmation of the complete return and deletion to the provider.

2.5 Upon the return of the hardware, the parties will create a protocol documenting any existing damages and defects of the hardware. The customer is responsible for reimbursing the costs of restoring damages or defects attributable to them.

2.6 The customer will carry out the dismantling and return transport of the hardware. The customer bears the costs of dismantling, packaging, and returning the hardware. The customer will insure the hardware at their own expense against loss, destruction, and damage during transport.

3 Usage Rights for the Hardware

3.1 The provider ensures that sufficient usage rights have been acquired for the operating system software pre-installed on the hardware, as well as for the standard drivers and application software. The provider grants the customer simple, non-transferable, spatially unrestricted, and temporally limited usage rights associated with the respective hardware for the duration of the contract.

3.2 The customer undertakes to comply with the usage and licensing terms of the operating system software and application software installed on the hardware. The relevant usage and licensing terms for hardware are described or referenced in the offer.

4 Usage Rights for Standard Software

4.1 The extent of the usage rights granted to the customer for standard software, if sourced from a third-party provider, is determined by the relevant usage and licensing terms of the third-party provider. These terms are described or referenced in the offer. The customer undertakes to comply with the usage and licensing terms.

4.2 If the offer does not include usage and licensing terms for the standard software, or if the provider develops the standard software itself, the provider grants the customer and the employees designated by the customer for the use of the standard software ("Users") the simple, non-sub-licensable, non-transferable, revocable at any time, limited in terms of duration to the contract period, and limited in content according to the following provisions, the right to use the current version of the standard software and the functionalities associated with it in accordance with this agreement upon payment of the agreed prices. The customer does not receive any further rights, particularly regarding the standard software.

4.3 The customer will only use the standard software for its internal purposes. The customer is not entitled to use the standard software beyond the permitted use according to this agreement, or to allow third parties to use it or make it accessible to third parties. In particular, the customer is not allowed to rent, lease, sell, sublicense, grant to third parties for use, assign, transfer, or copy the standard software or authorize the copying of the standard software in whole or in part, except in the cases explicitly permitted herein. Users are not considered third parties within the meaning of this provision.

4.4 If the customer is granted usage rights for the standard software for testing purposes, its usage rights are limited to actions aimed at determining the condition of the standard software and its suitability for operation at the customer's premises. In particular, productive operation of the standard software or preparation for productive operation is not permitted.

4.5 In the provision of services and works, the provider grants the customer a temporally and spatially restricted simple right of use for the work results (hereinafter "Work Results") for its internal business purposes. The provider grants this right to the customer subject to full payment and, in the case of works, acceptance. The customer is entitled to transfer this right to companies affiliated with it within the meaning of § 15 of the German Stock Corporation Act (AktG) at the time of the offer or to grant them a simple right of use to the work results.

4.6 Until full payment and, in the case of works, acceptance of the work results, the customer has the right to test the work results as agreed; this does not include the right to use them operationally. The right to test expires if the customer is in arrears with the payment of the remuneration for more than thirty (30) days. Separate reminders by the provider are not required for this purpose.

4.7 Sections C.4.1 and C.4.2 do not apply to standard products that are part of the work results or that are provided to the customer as part of software rental or SaaS services. Standard products are the provider's

software as well as self-contained products or solutions from third parties subject to their own licensing terms. The customer's rights to these standard products are determined exclusively by the Supplementary Terms for Software Rental (C.) and SaaS Services (D.).

4.8 Sections C.4.1 and C.4.2 do not apply to work results that include "Open Source Software" or modifications thereof. Both parties undertake to comply with the respective Open Source Software license terms. The provider makes continuously updated information on these license terms accessible to the customer as part of the service provision.

4.9 The provider is entitled, while observing its confidentiality obligations, to use the work results, including the know-how acquired in the provision of services, without restriction, in particular, the concepts, procedures, methods, and interim results underlying the work results.

4.10 If work results are created in the course of the service provision that are patentable, utility modelable, or designable, the provider may file a corresponding application for protection rights in its own name and at its own expense. The provider will grant the customer the right to use the protective right together with the work results to the extent necessary. Separate remuneration for this protective right license is not required.

D. Supplementary Provisions for SaaS Services

1 Provider Services

1.1 A significant part of the services provided to the customer is the provision and operation of one or more applications of the provider for use by customers and their customers in the form of a temporary software license, including customer support ("SaaS Services"), consisting of the following sub-services:

1.1.1 Provision of the application accessible via the Internet for use by the customer and its customers in accordance with these terms and conditions in a data center commissioned by the provider;

1.1.2 24x7 operation of the applications with an availability of 98.0% per month. The provider occasionally takes maintenance windows for maintenance work of various kinds. These maintenance activities are carried out on weekdays between 20:00 and 06:00, on weekends, and on public holidays in Germany, except in emergencies or by agreement with the customer. Maintenance periods meeting these conditions are considered times when the applications are available;

1.1.3 Establishment of an admin access for the customer's contact person;

1.1.4 Support for the customer and its customers in setting up and using the applications via email at support@data-elektronik.de

1.2 The functionality of the application is described in detail in the offer. The provider is entitled to expand the functionality of the application during the term of the contract. The provider is free to design and adapt the application and its content within the framework of the parties' objectives. The provider informs the customer of technical changes in a timely manner, at least two (2) weeks in advance.

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

1.4 The provider carefully selects its own employees and third parties as subcontractors with the qualifications required to provide services.

1.5 The provider provides its services in accordance with recognized rules of technology. The provider is only obliged to comply with technical or other standards to the extent that they are expressly listed in the offer. In this case, these standards apply in the version applicable at the time of the offer.

1.6 Performance dates or deadlines are binding on the provider only if expressly designated as binding in writing by the provider. Further commitments by the provider regarding availability and other quality parameters of the services are regulated in a separate Service Level Agreement (Appendix 1).

2 General Customer Obligations

2.1 The customer acknowledges its (specified in these terms and conditions and possibly additionally in the offer) obligations to cooperate as a prerequisite for the provision of services by the provider and thus as its contractual obligations.

2.2 The provision of the application is subject to certain conditions regarding the technical infrastructure used by the customer. The customer will inform itself about the essential functional features of the plugins and their technical requirements (e.g., regarding browsers, client hardware, and network connection) and adhere to them. The customer bears the risk of whether the application meets its requirements and circumstances.

2.3 Technical requirements and specifications according to Clause D.2.2 may change from time to time, especially in connection with updates to the application. The provider continuously provides the current requirements and specifications to the customer in the form of "Release Notes" and informs the customer in advance of any changes to the requirements and specifications. The customer will promptly implement current requirements and specifications.

The contact person according to Clause A. 3.2 also acts as the technical administrator of the customer and manages the customer's access to the application via the admin login. The customer has adequately authorized him to take the necessary actions in the admin dashboard (including license management and consent to changes in terms and conditions according to Clause A.1.4).

2.4 The customer will create and manage its authorized users or other authorized persons ("Users") in the application.

2.5 To the extent that the customer or its users are assigned usage and access authorizations, as well as identification and authentication security measures, for the use of the provider's contractual services, the customer is obligated to protect these from access by third parties and not to pass them on to unauthorized users. As soon as the customer has indications that the usage and access authorizations have been unlawfully obtained by a third party or could be abused, the customer is obligated to inform the provider immediately. In the event of unauthorized transfer of use, the customer must promptly provide the provider with all information necessary to assert claims against the unauthorized user upon request, in particular, the user's name and address.

2.6 To the extent that the provider provides services that require access to the customer's or users' IT systems for their implementation, the customer is obligated to enable the corresponding access.

2.7 The customer will inform its authorized users of their rights and obligations in connection with the use of the applications in an appropriate manner, for example, by specifying appropriate terms of use.

2.8 If a breach of the customer's usage rights occurs, the customer will assist to the best of their ability in clarifying the violations and their scope, in particular by informing the provider about the corresponding violation.

2.9 In the case of distribution, the provisions in these terms and conditions regarding the customer's obligations shall be understood such that the customer shall ensure that its end customers fulfill these obligations. In this case, the customer is obliged to enter into agreements with its end customers that impose on the end customer at least the same obligations as those applicable to the "customer" under these terms and conditions. Any deviations of the agreements from these terms and conditions concerning the customer's end customers will be coordinated with the provider in advance, unless they are merely editorial and/or commercial changes (especially regarding prices and payment terms).

3 Prices and Payment Terms

3.1 The agreed remuneration only covers the scope of services documented in the offer. Additional services will be invoiced separately based on the agreed or customary rates, unless they are indispensable and commercially insignificant auxiliary services.

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

- "Flat rates" for the ongoing provision of SaaS services regardless of the scope of use;

- Regular (especially monthly) "basic fees" for the ongoing provision of SaaS services regardless of the scope of use;
- One-time "setup fees" as part of the provision of SaaS services;
- Regularly (especially monthly) charged "order fees" in accordance with Clause D.3.3;

3.3 If the parties agree on a pricing model based on order fees, the calculation of the order fees is based on the purchase orders transmitted by the respective application. The agreed prices apply per transmitted order. If the order for order fees provides for discount scales, the respective prices apply only for the excess number of orders.

4 Copyright and Usage Rights

4.1 The provider grants the customer and its users the simple, non-sub-licensable, non-transferable, revocable at any time, temporally and in terms of content limited right to access the applications via telecommunication and to use the functionalities associated with the applications via a browser in accordance with this agreement. If a fee is agreed for the use of the applications and related services, the granting of rights is subject to the payment of the agreed prices. The customer does not receive any additional rights, particularly to the applications and the underlying software.

4.2 The type of licensing is specified in the offer. Possible types of licensing include:

- Licensing of the application for the number of employees (users) working for the customer, regardless of whether they actively use the application. This type of licensing also applies if no other licensing is specified in the offer;
- Licensing depending on the number of active users at the customer. A user is considered active as soon as they log in to the application, and inactive if they do not do so for a period of more than three (3) months;
- Licensing based on retrieved performance packages.
- Licensing based on separate groups (e.g., plants) in the application, for which different configurations can be maintained.
- Licensing depending on the number of devices used by the customer. A device is considered active as soon as it has been stored in the configuration of the application.
- Licensing depending on the number of data packets ("Events") processed by the customer. The definition of an event is an incoming message with a maximum of 1 MB of data volume as a single request, unless otherwise specified in the corresponding offer.

4.3 The customer is not entitled to use the applications beyond the permitted use according to this agreement or to allow third parties to use them or make them accessible to third parties. In particular, the customer is not allowed to reproduce, sell, or temporarily transfer the application or parts thereof, especially not to rent or lease them.

4.4 The authorization to use always refers only to the latest version of the application provided; with updates, the usage rights to previously provided versions expire for the future.

4.5 During a contractual relationship with the provider and for a period of three (3) years after termination of this contractual relationship, the customer will keep complete and sufficiently detailed records of the contractual scope of the application licensing, in particular, the number of users using the application or other licensed criteria according to 4.2, and provide them to the provider upon request.

E. Supplementary Provisions for Development Services

1 Scope of Services

1.1 Within the scope of customer projects, the provider renders performance-related services related to the development of proprietary software products or customer-specific adaptations of the provider's software ("Customizing").

1.2 The specific development services provided by the provider are described in detail in the offer.

2 Provision of Development Services

2.1 The provider will carefully provide the development services independently but in coordination with the customer in accordance with the principles of proper professional practice.

2.2 Unless otherwise specified in the offer, each party remains responsible for compliance with all laws and regulations applicable to its services/spheres of performance. Neither party will undertake activities within the scope of the offer that violate applicable laws.

2.3 The customer prepares a requirement catalog, based on which the provider commences the development services.

2.4 If, within the framework of the collaboration, the provider and/or the customer consider the use of specific third-party software products necessary, the contractor is neither responsible for the availability of these products nor is the procurement of these products owed.

2.5 The provider renders the services according to recognized rules of technology and engages carefully selected own employees or third parties as subcontractors with the necessary qualifications for the provision of services. The provider is entitled at any time to replace own employees or third parties engaged for the provision of services with those of comparable qualifications and experience.

3 Contract Changes / Request-for-Change Procedure

3.1 Change requests arising during development by the customer will be documented to a reasonable extent in a change request.

3.2 Subsequently, the provider prepares an offer that considers the new requirements of the customer as far as possible. The customer is free to accept or reject the offer.

3.3 In the event of an express rejection of the offer or upon expiration of five (5) working days without feedback from either party, the original agreement remains in force.

3.4 Only after the customer accepts the offer does the provider commence development according to the new requirements. Therefore, it constitutes a change in the services owed, entitling the provider to additional compensation.

4 Activity of Provider Employees at the Customer

4.1 If services are provided by employees or agents of the provider at the customer's premises, the customer shall provide suitable premises and equipment at its own expense unless the provider has assumed this responsibility.

4.2 The customer will ensure at its own expense, through suitable organizational and spatial measures, that the employees or agents of the provider are not integrated into the customer's operations.

4.3 The customer has no right of instruction vis-à-vis the employees or agents of the provider. The customer's right of instruction within the scope of contracts for work and services can only be exercised vis-à-vis a legal representative or a person designated by the provider as authorized to represent it for this purpose.

4.4 The provider will bear the tax and social security obligations associated with their activity for the customer and their employees themselves. The provider is responsible for fulfilling all claims arising from the employment relationship of the persons working for and on their behalf. The provider will, in particular, comply with the regulations on the statutory minimum wage vis-à-vis the customer.

5 Acceptance

5.1 Works, i.e., services created by the provider for the customer and made available to them, are subject to acceptance by the customer unless expressly stated otherwise in the respective offer.

5.2 For the purpose of acceptance, the provider fully and acceptably provides the performed services and informs the customer. Unless otherwise agreed, the customer must declare acceptance of the work within 10 working days after provision in writing or in text form, provided that the development services rendered do not exhibit acceptance-preventing defects within the meaning of the following provisions.

5.3 If contractually agreed, defined partial works are accepted separately (true partial acceptance). Accepted partial results form the basis for the continuation of work; they are not covered by any right to withdraw from the contract. The subject of a separate acceptance is only the contractual interaction of these partial works with other results (integration).

5.4 At the beginning of contract implementation or during contract execution in an iterative approach, the parties agree on the course and scope of the respective acceptance test. For the execution of the acceptance test, the customer must provide test data and the expected test results in the form specified by the provider in a timely manner before the provision of the development services and create the agreed technical prerequisites. The provider is entitled to participate in the acceptance test and inspect the test results.

5.5 Acceptance-preventing defects are defects of Classes 1 and 2 according to the following definition:

5.5.1 Class 1 defects are deviations from the contractually agreed quality that result in the development services or a central part thereof being unusable for the customer (Example: frequent unavoidable system crashes; agreed applications are not supported; faulty application chaining or interface incompatibility).

5.5.2 Class 2 defects are deviations from the contractually agreed quality that result in significant usage restrictions for important functions of the development services that cannot be circumvented for an appropriate period of time acceptable to the customer (Example: Contentually incorrect application results; errors in reports; functions or symbols are not recognizable as active/inactive; severe dialogue errors in control and/or in the context of messages).

5.5.3 Class 3 defects are all other deviations from the contractually agreed quality (Example: formally inconsistent messages; inconsistent/non-standard dialogue design/behavior; minor dialogue errors in control; orthographic errors; errors in documentation that do not impair functionality).

5.6 The parties jointly classify the deviations identified during the acceptance test into the defect classes. The results of the acceptance test, including the occurred defects and their classification, are fully documented by the customer within the acceptance period in an acceptance protocol.

5.7 If defects of error classes 1 or 2 are identified, the acceptance is deemed failed. If five (5) or more defects of error class 3 are present, this is equivalent, in terms of evaluation, to one defect of error class 2 and also constitutes a failed acceptance.

5.8 The customer will inform the provider of the failed acceptance and request rectification within a reasonable period. If the customer has rightfully refused acceptance, the provider will rectify the documented acceptance-preventing defects. Subsequently, the necessary parts of the acceptance test are repeated.

5.9 Acceptance cannot be refused due to minor defects.

5.10 After the start of the acceptance test, the customer must declare acceptance of the contractually owed services in writing or in text form within two (2) weeks or raise objections to acceptance-preventing defects and refuse acceptance. Development services are deemed accepted once the customer uses them productively or if, within two (2) weeks after handover of the development services, the customer has not submitted a list of defects listing at least one acceptance-preventing defect.

5.11 If acceptance fails repeatedly (at least twice), the customer can withdraw from the part of the offer under which the defective services were provided and, in the event of culpable breach of duty by the provider, claim damages from the provider.

6 Usage Rights

6.1 The customer is granted the non-exclusive right to use the work results created by the provider within the scope of the development services for its internal business purposes without time limitation. This right of use is transferable or sublicensable to companies affiliated with the customer within the meaning of § 15 of the German Stock Corporation Act (AktG); otherwise, transferability/sub-licensability is excluded. The grant of rights by the provider to the customer is subject to the condition of full payment for the development services and acceptance of the works.

6.2 Until full payment and acceptance, the customer has the right to test the work results as agreed; this does not include the right to operational use. This right to test expires if the customer is in default of payment for more than thirty (30) days. Separate reminders by the provider are not required for this purpose.

6.3 The grant of rights according to Clause 10.1 does not apply to pre-existing materials or solutions ("pre-existing IP") held by the provider, including changes and additions made to them. The provider retains all rights to pre-existing IP at all times. The customer's rights of use to pre-existing IP incorporated into the development services are determined by the contractual purpose agreed upon by both parties. Isolated use of pre-existing IP by the customer is excluded.

6.4 For open-source components incorporated into the work results or otherwise provided during the provision of services, the license terms applicable to the respective open-source component apply. Usage rights are granted directly by the respective rights holders to the extent provided for in the relevant

open-source licenses. The provider does not provide any warranty regarding these components. The license texts of the relevant open-source licenses are provided to the customer with the work results.

6.5 For proprietary standard software of third parties incorporated into the work results or otherwise provided during the provision of services, usage rights are exclusively governed by the license terms of the third party.

7 Rights in Case of Material Defects

7.1 Without prejudice to the provisions of Section A.7, the following additional provisions apply in case of defects in the work results produced within the scope of the development services:

7.2 If defects occur after acceptance in the work results, the provider ensures contractual use by rectifying the defects through rectification or new creation. The customer must tolerate two attempts at rectification. A reasonable possibility of error circumvention provided by the provider to the customer regarding the development and development services ("workaround") also constitutes the establishment of contractual use, provided that a non-material defect remains considering the workaround.

7.3 The work results are free from material defects if, at the time of transfer of risk, they essentially have the agreed quality described in the contract. "Guarantees" (especially regarding quality and/or durability) are only those expressly designated as such in the contract. The provider receives from the customer all information necessary to rectify software errors. The customer's right to remedy defects is excluded if the defect is not reproducible or cannot be demonstrated from handwritten or machine-generated outputs.

8 Confidentiality

8.1 The provider is entitled to keep a copy of the project documents for purely internal purposes, even if they contain confidential information. However, this entitlement does not imply an obligation; in particular, the provider cannot reserve storage capacity beyond the duration of the development service. The customer is solely responsible for the storage of the development services.

F. Additional Provisions for Service/Support Services

1 Scope of Services

1.1 Within the scope of service/support services, the provider answers customer inquiries related to the technical requirements and conditions of the customer's IT systems (hardware, standard software).

1.2 Service/support services are provided primarily through the service desk (Section F.2), unless otherwise agreed in the offer.

2 Service Desk

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

2.2 The service desk's working hours are generally Monday to Friday from 8:00 a.m. to 5:00 p.m. During this time, services such as support are usually provided. If, in justified exceptional cases, no services are provided within these times, the provider will inform the customer at least five working days in advance. No services are usually provided by the service desk on statutory holidays in the provider's state, on December 24, and on December 31.

2.3 The service desk can be reached via:

Email: support@data-elektronik.de

2.4 The provider guarantees the following response times to the customer:

- Faults/incidents: Eight (8) hours;
- Service requests: Eight (8) hours.

The provider will provide an initial response to the customer within this time from the receipt of the customer's request at the service desk. This may involve an initial attempt at problem solving or a request for further information from the customer.

Response times are suspended outside the service desk's working hours.

3 Exclusions of Services

3.1 Unless otherwise agreed in the offer/service specifications, the following services are not included in the scope of services:

3.2 Services outside the service hours as per Section F.2.2;

3.3 Services concerning software that is not used under the provider's specified operating conditions, particularly a system environment deviating from the product description;

3.4 Services concerning hardware and/or standard software that is not installed at the agreed location. Any change of installation location must be communicated to the provider in written form. The provider can only refuse to provide the contractual services at the new installation location for significant reasons. Additional costs arising from the change of installation location during the provision of service/support services are borne by the customer.

4 Special Duties of the Customer

4.1 The customer must provide the provider with the right to use third-party IT systems, to the extent necessary to provide the contracted service and support services.

4.2 Customer contacts must be sufficiently trained in the operation of the hardware, standard software, and systems.

5 Changes to the Scope of Services

If changes in customer requirements or other circumstances attributable to the customer result in increased effort compared to the agreement in the contract, the provider will promptly notify the customer in writing. The provider will invoice these services based on actual effort unless otherwise agreed.

6 Service Disruptions

The provider ensures the contractual and careful execution of the contractually agreed support services according to industry standards, taking into account the provider's specific knowledge and experience. The provider is liable for the breach of this obligation within the agreed limitation of liability. Warranty is excluded.

Annex 1

Service Level Agreement

between Data Elektronik GmbH (hereinafter "Provider") and its customers

Date: March 2024

Within the framework of this Service Level Agreement, the parties agree on certain qualitative requirements for the services provided by the provider. These requirements ("service levels") defined in sections 1 to 5 of this Service Level Agreement complement the provider's general terms and conditions and the offer. In case of contradictions, this Service Level Agreement prevails.

1 Maintenance Services

The following service levels apply to software maintenance and support.

1.1 "Maintenance Hours": The provider provides maintenance services for the software from Monday to Friday, between 08:00 and 17:00, except on statutory holidays at the provider's registered office. The provider's time zone applies to maintenance hours.

1.2 "Fault Reporting": Provided the customer submits a sufficiently detailed error report (i.e., a description of the error enabling the provider to analyze the error and its cause, information about the used software and system environment, if applicable, screenshots), the provider will commence error resolution.

1.3 "Error Classes": Errors reported by the customer and other identified errors will be classified at the provider's discretion into the following error classes:

- Error Class 1: The error renders the software unusable. The customer cannot reasonably bypass this problem, thus cannot perform urgent tasks.
- Error Class 2: The error causes significant restrictions in important functions that cannot be circumvented by suitable measures for a reasonable time period acceptable to the customer.
- Error Class 3: The error significantly restricts the customer's use without constituting a serious malfunction.
- Error Class 4: Other errors.

1.4 "Response Times": Depending on the respective error class, the provider will commence error analysis and resolution and inform the customer accordingly. The following response times apply:

- Error Class 1-2: Eight (8) business hours.
- Error Class 3-4: Three (3) business days.

1.5 Response times are suspended outside the maintenance hours.

2 Support Services

The following service levels apply to software maintenance and support.

2.1 The provider delivers support services to the customer for inquiries related to the technical conditions and requirements of the software, as well as individual functional aspects (3rd level support). The provider delivers these services within operational capabilities.

2.2 The customer is responsible for end-user contact (1st / 2nd level support).

2.3 "Support Hours": Support services for the software are provided by the provider from Monday to Friday, between 08:00 and 17:00, except on statutory holidays at the provider's registered office. The provider's time zone applies to support hours.

2.4 "Support Requests": Support is accessible to the customer via email or ticketing system. The system administrator designated by the customer in this contract and their deputy receive assistance according to the support package, for software malfunctions and operational issues. The customer can reach the provider during the specified support hours using the following contact details:

Email: support@data-elektronik.de

2.5 The precondition for the acceptance and processing of support requests is that the customer nominates technically qualified personnel to the provider, internally tasked with handling user queries about the software. The customer is obliged to direct support inquiries only through this nominated personnel to the provider and to use any forms provided by the provider if necessary.

2.6 Support will process proper inquiries in the usual course of business and answer them as far as possible. Support may refer to documentation and other educational materials available to the customer for answering queries.

2.7 The provider will inform the customer or the customer's personnel about the nature and extent of the performed work once. The provider will inform the customer about planned updates with reasonable advance notice, at least two (2) weeks before installation.

2.8 Maintenance work is typically carried out via remote access. If, in exceptional cases, direct access to the data processing systems on which the program is installed becomes necessary, the provider will contact the customer to clarify all necessary details.

2.9 Additional support services, such as different support hours, on-call services, or on-site visits by the provider, must be expressly agreed upon in advance and separately compensated.

3 IT Security

3.1 The provider takes IT security very seriously and ensures the following:

3.1.1 Compliance with technical and organizational measures as described in the processing agreement according to Art. 28 GDPR.

3.1.2 Adherence to the guidelines of the Federal Office for Information Security (BSI) regarding IT security. The provider will provide an up-to-date IT security concept in digital form upon request.

4 Handling of Non-Compliance with Service Levels

4.1 In case service levels are not met, the parties establish the following procedure:

4.1.1 The provider notifies the customer, or the customer requests an analysis of the service level data from the provider.

4.1.2 The provider promptly identifies the (possible) cause of the disruption (if known) to meet the service level.

4.1.3 If the issue is pursued, the provider develops a corrective action plan, presents it to the customer for written confirmation (which should not be unreasonably withheld or delayed), and implements it within a reasonable period (and according to the agreed deadlines) after confirmation is given.

4.2 The provider has not violated service levels if the root cause analysis (conducted appropriately by the provider) determines that the non-compliance with the respective service level was caused by the customer.