

# A. General Terms and Conditions Software as a Service (SaaS)

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## § 1 Scope of Application, SaaS Terms of Contract

- 1.1 These General Terms and Conditions for Software as a Service (SaaS) (hereinafter "**GTC Cloud**") of Gesellschaft für Organisationsberatung und Softwareentwicklung mbH (hereinafter "**GFOS**") apply to the provision of GFOS software as Software as a Service (SaaS) either (a) in the GFOS knownCloud or (b) in a third-party cloud environment commissioned by the Customer (the cloud environment operated for the Customer hereinafter "**Customer Cloud**"). To the extent that the provision of additional IT Services in connection with the SaaS Services has been agreed in addition to the SaaS Services, Part B (Additional Terms and Conditions for the Provision of IT Services) and Part C (Additional Terms and Conditions for IT Services under Contracts for Work) shall apply to these additional IT Services.
- 1.2 These GTC Cloud apply exclusively to entrepreneurs within the meaning of section 14 of the German Civil Code ("**BGB**"), i.e. to natural persons or legal entities who, when concluding a legal transaction, act in the exercise of their commercial or independent professional activity. The term "**Customer**" is hereinafter used to refer to any company that enters into a SaaS contract with GFOS, including these GTC Cloud as well as the Additional Terms and Conditions for the Provision of IT Services and the Additional Terms and Conditions for IT Services under Contracts for Work, for the provision of GFOS software as software as a service (SaaS) in the GFOS knownCloud or in a Customer Cloud as well as the potential provision of related IT Services (hereinafter referred to as the "**SaaS Contract**").
- 1.3 These GTC Cloud and the documents referred to herein shall apply exclusively. Deviating, conflicting or supplementary GTC of the Customer shall only become part of the SaaS Contract if and insofar as the parties have

expressly agreed to their validity in writing. This requirement of consent shall apply in any case, for example even if GFOS begins to provide the service to the Customer without reservation in the knowledge of the Customer's GTC or terms and conditions of purchase.

- 1.4 Individual agreements made between GFOS and the Customer in individual cases (including ancillary agreements, supplements and amendments) shall in all cases take precedence over these GTC Cloud. The content of such agreements shall be governed by a written contract or written confirmation from GFOS.
- 1.5 The documents referred to in these GTC Cloud, in particular the service catalogue, are integral parts of the SaaS Contract concluded between the parties. Unless expressly stated otherwise, references to documents relate to the respective applicable version of the documents.

## § 2 Definitions

- 2.1 "**GFOS knownCloud**": Hardware and software in the data centre of GFOS incl. operating systems, databases and infrastructure, which GFOS makes available to the Customer for the use of the SaaS Service, as well as the related services described in the service catalogue.
- 2.2 "**SaaS Service**": Any GFOS software ordered by the Customer, including application documentation in electronic form, which is provided as Software as a Service (SaaS) either in the GFOS knownCloud or a Customer Cloud, plus the IT support services to be provided as part of the agreed support package.
- 2.3 "**GFOS Group**" means GFOS and all companies affiliated with GFOS within the meaning of sections 15 ff. of the German Stock Corporation Act ("**AktG**").

2.4 "Group Companies" means, in relation to the Customer's Company, another company which is affiliated with the Customer's Company within the meaning of sections 15 ff. AktG.

### § 3 Conclusion of contract, performance deadlines and scope of performance

3.1 All offers of GFOS are subject to changes and are non-binding, unless they are marked as binding. They are merely invitations to the Customer to place orders. If the Customer places an order on the basis of the non-binding offers, a SaaS Contract - also in current business transactions - shall only be concluded by the written order confirmation of GFOS (sufficient also by e-mail). In all other cases the SaaS Contract is concluded at the latest by the execution of the SaaS Services. If an order confirmation is issued by GFOS, this alone shall be decisive for the content of the SaaS Contract, in particular for the scope of the SaaS Services and the delivery time or other performance deadlines.

3.2 Dates and deadlines are non-binding unless they have been expressly agreed as binding in writing. GFOS shall only be in default with a performance obligation if the Customer has previously warned GFOS in writing and unsuccessfully set a reasonable deadline for performance.

3.3 GFOS shall provide the Customer with the technical possibility and authorisation to access the SaaS Service via the Internet and to use the agreed functionalities within the framework of the SaaS Contract. The functional scope of the SaaS Service, the service levels, the technical requirements for use and further details on the access rights acquired by the Customer are set out in the service catalogue for the respective SaaS Service. GFOS shall provide the SaaS Services to the Customer on the basis of the service quality and service level specified herein. However, the information in the service catalogue is not to be understood as a guarantee of the quality of the respective SaaS Services, insofar as these are not expressly designated as such in the product description.

3.4 The respective SaaS Service is - depending on the agreements made between the parties - provided in the GFOS knownCloud or in the Customer Cloud for use and retrieval by the Customer. The relevant performance transfer point for the SaaS Services is in case of provision in the GFOS knowCloud the router output of the data centre used by GFOS. GFOS shall not be responsible for failures or the non-availability of hardware and software components, the Internet or other networks after this performance transfer point. Likewise, GFOS is not responsible for failures and unavailability of the Customer Cloud. If the SaaS Service is provided in the Customer Cloud, GFOS is only responsible for the operation of the GFOS software, but not for the underlying IT infrastructure. The Customer is responsible for maintaining the VPN connection on his end. The connection of the Customer to the Internet, the maintenance of the network connection, the procurement and provision of the hardware and software required on the part of the Customer, as well as the Customer Cloud is not the subject of the SaaS Contract and is the sole responsibility of the Customer.

3.5 GFOS is entitled to adapt the SaaS Services to the current technical development or due to changes in the law, changes in jurisdiction, changes in the SaaS Services of subcontractors or changes in the economic circumstances and in this context to change the technical properties and functionalities of the SaaS Services. Insofar as such an adjustment not only improves the SaaS Services from the Customer's point of view, but also reduces the scope of services specified in the service catalogue or changes it in an unreasonable manner for the Customer, GFOS shall announce the adjustment to the Customer in writing at least six (6) weeks before its implementation and provide the Customer with a correspondingly adjusted service catalogue. If the Customer does not object to the amendment in writing to GFOS within six (6) weeks of receipt of the notification, the amendment shall be deemed to have been approved and the amended version of the service catalogue shall apply to existing contracts between GFOS and the Customer from this point in time. GFOS shall expressly draw the Customer's attention

to this consequence when notifying the Customer of the amendment. In the event that the Customer does not accept the amendment, both GFOS and the Customer shall be entitled to terminate the SaaS Contract with effect from the time the amendment comes into force.

- 3.6 Unless expressly agreed in the service catalogue or in the respective SaaS Contract, GFOS shall not owe any further services, in particular no installation, set-up, consulting, customisation and/or training services. Further information on the SaaS Services, e.g. in brochures, on websites or in the context of oral presentations, are not part of the agreed SaaS Services, unless this information is also expressly mentioned in the service catalogue.

#### § 4 Rights of access and use, blocking of access, rights of third parties

- 4.1 For the duration of the SaaS Contract, GFOS grants the Customer to the extent of the agreed employee licenses the right of access and the contractual use of the respective SaaS Services for solely internal business purposes of the Customer or its Authorised Group Companies (as defined below). The aforementioned rights of access and simple rights of use are, unless otherwise agreed in writing, non-exclusive, sublicensable only to Group Companies that have been notified to GFOS as being entitled to use the SaaS Services ("**Authorised Group Companies**"), and non-transferable. The regulations apply accordingly to updates and upgrades of the SaaS Services provided by GFOS.

Unless expressly agreed otherwise, the Customer or the Authorised Group Companies may only use the SaaS Services in the Federal Republic of Germany and/or in one or more expressly agreed third countries. In no event may the SaaS Services be used in or from any country where the use of the SaaS Services is prohibited by applicable import control, export control or sanctions laws. Also, the SaaS Services may not be used by companies or persons with whom no business may be conducted due to applicable import control, export control or sanctions law, e.g. because they are listed on an applicable sanctions list.

- 4.2 The Customer shall protect the user and access authorisations assigned to him or his users as well as identification and authentication backups from access by unauthorised third parties and shall not pass them on to unauthorised third parties. As soon as the Customer has indications that the user and access authorisations have been obtained illegally by a third party or could be misused, the Customer is obliged to inform GFOS of this immediately. Insofar as the Customer is entitled to grant access to the respective SaaS Service to its Authorised Group Companies, the Customer shall be liable for any fault of these Authorised Group Companies as for its own fault. The Customer shall pass on all provisions of the SaaS Contract to such Authorised Group Companies and oblige them to comply with the contractual provisions before the Customer grants access. Upon request by GFOS, the Customer will provide GFOS with copies of the contractual obligations of its Authorised Group Companies.

- 4.3 The Customer shall not use the SaaS Services in any way or allow them to be used improperly, in particular shall not transmit any data with illegal content. The Customer shall also refrain from any attempt to retrieve information or data himself or through unauthorised third parties without authorisation or to interfere or allow interference with software operated by GFOS or GFOS subcontractors or to penetrate data networks of GFOS or GFOS subcontractors without authorisation.

- 4.4 The Customer is obligated to undertake backups of its data in machine-readable form at intervals appropriate to the application, at least once a day, and guarantees that the data can be restored with reasonable effort; this shall not apply insofar as the Customer makes contractual use of the GFOS knownCloud and the data backup is a contractual service provided by GFOS. The Customer shall protect the Customer Cloud and all systems with which it accesses the respective SaaS Services by means of appropriate technical and organisational measures and regularly check these measures in order to ensure that the systems used by GFOS for the provision of services remain undamaged, in particular against access

by unauthorised third parties, viruses, Trojans or similar malware.

- 4.5 GFOS is entitled to block the Customer's access to the respective SaaS Service temporarily or permanently if there are concrete indications that the Customer violates or has violated these GTC Cloud, the SaaS Contract and/or applicable law, or if GFOS has another justified interest in the blocking (e.g. maintenance measure to restore IT security, defence against cyber attack, violation of licence conditions). When deciding on a blocking, GFOS shall give due consideration to the legitimate interests of the Customer and shall threaten or announce a blocking in advance with a reasonable lead time in writing. In individual cases, GFOS may also block access without prior warning/announcement in order to protect the legitimate interests pursued by GFOS with the blocking, unless prior warning/announcement is required by law or for other legal reasons. The blocking of access does not at the same time constitute termination of the SaaS Contract. The blocking of access without termination can only be maintained by GFOS for a reasonable period of time, in the case of breaches of contract by the Customer a maximum of three (3) months. The claim of GFOS to payment of the remuneration for the SaaS Services shall remain unaffected during the blocking. In the event of breaches of contract, the Customer shall have a claim to the re-granting of access after proving that he has ceased the use in breach of contract and has prevented future use in breach of contract.

## § 5 Permitted scope of use, rights of third parties

- 5.1 The SaaS Services may only be used by the Customer and Authorised Group Companies only for the purposes agreed in the SaaS Contract. The Customer may access the respective SaaS Services during the term of the SaaS Contract and use the agreed functionalities in accordance with the contract. The Customer does not receive any further rights, in particular to the GFOS software, the associated IT Services or any infrastructure services provided in the GFOS knownCloud. Any further use of the SaaS Services requires the prior written consent of GFOS. GFOS

reserves all rights to work results, trademarks, know-how and other industrial property rights that exist for the respective SaaS Services or that arise in connection with the use of the SaaS Services.

- 5.2 In particular, the Customer may not use the SaaS Services beyond the agreed scope of use or have them used by third parties or make them accessible to third parties. In particular, the Customer is not permitted to reproduce the SaaS Services or parts thereof or to sell, temporarily transfer, rent or lend the SaaS Services. GFOS is entitled to take appropriate technical measures to protect against use not in accordance with the contract.
- 5.3 The SaaS Service may contain components of third-party software (including open source software), for which separate licence conditions of the respective rights holders apply. The respective licence conditions of the rights holders will be made available to the Customer on request and take precedence over the rights of use of these GTC Cloud; this also applies to warranty and liability exclusions of the open source software licence conditions. Open source software and the licence conditions separately applicable to it shall, where necessary, be displayed in the respective service catalogue and/or listed in the readme.txt, notices.txt or licenses.txt attached to the GFOS Software and/or otherwise made available to the Customer. The source code of the open source software is, if applicable, available under the link indicated there or on request. Insofar as the licence conditions of an open source software require a right to process for the Customer's own purposes and, associated with this, to reverse engineer for the purposes of troubleshooting a software accessing this open source software, GFOS hereby grants this to the Customer; contradictory provisions in the respective SaaS Contract shall not apply in this respect.
- 5.4 If a third-party raises justified claims against the Customer due to the infringement of copyrights, patents or other industrial property rights by GFOS or by the SaaS Services provided by GFOS and used by the Customer in

accordance with the contract, and the use of the SaaS Services by the Customer is prohibited in whole or in part by a final court decision, GFOS shall be liable within the period specified in § 11.9 to the Customer as follows if and to the extent that GFOS is at fault in this respect:

- 5.5 GFOS is only obliged to deliver the SaaS Services free of any rights or claims of third parties that (i) hinder, restrict or exclude the use of the contractually owed SaaS Services, (ii) which are based on industrial property rights or other intellectual property rights, and (iii) which GFOS was aware of at the time of conclusion of the contract or was not aware of as a result of gross negligence, provided that the right or claim is based on industrial property rights or other intellectual property
- a) under the laws of the Federal Republic of Germany, provided that the Customer of GFOS has its registered office or branch there; or
  - b) under the law of a third country only if GFOS has expressly agreed in writing with the Customer to use the SaaS Services of GFOS in this third country.
- 5.6 GFOS shall at its own discretion and at its own expense (i) provide the Customer with the possibility to use the SaaS Services, or (ii) modify the SaaS Services in such a way that the third-party's property right is not infringed but the SaaS Services essentially correspond to the agreed quality, or (iii) refund the remuneration paid for the SaaS Services for the period for which they can no longer be used in accordance with the contract. Furthermore, GFOS shall indemnify the Customer against legally established claims of third parties for the infringement of property rights due to a contractual use of the SaaS Services as well as against the costs of legal defence caused thereby within the limits of the limitation of liability agreed in these GTC Cloud.
- 5.7 The Customer shall provide GFOS with reasonable support in all damage mitigation measures. The above obligations of GFOS pursuant to § 5.6 shall only apply insofar as

the Customer immediately notifies GFOS in writing of the assertion or threat of such claims, all out-of-court and in-court defence measures and settlement negotiations are reserved for GFOS or are only conducted in written agreement with GFOS, the Customer immediately makes available any information requested by GFOS for the assessment of the situation or defence of the claims and provides reasonable support. The Customer undertakes to give GFOS and, if applicable, any affected upstream suppliers of GFOS (e.g. software manufacturers from whom GFOS has obtained third-party software) the opportunity to participate in any legal dispute. The Customer shall support GFOS and, if applicable, GFOS's upstream suppliers in every respect in the conduct of any such legal dispute. The Customer shall refrain from actions that could impair the legal position of GFOS or GFOS's upstream suppliers. If the Customer discontinues the use of the SaaS Services for reasons of mitigation of damages or other important reasons, the Customer shall be obliged to point out to the third party that the discontinuation of use does not imply an acknowledgment of an infringement of property rights.

- 5.8 Claims of the Customer are also excluded if the infringement of property rights is caused by specifications of the Customer, by an application of the SaaS Services not foreseeable by GFOS, by using the SaaS Services in a non-agreed deployment and usage environment, or by the SaaS Services being modified by the Customer or by third parties commissioned by the Customer or being used or mixed together with products or IT Services not supplied by GFOS, unless such infringement of property rights would also have been caused without such application, modification or use.

## § 6 Availability of the GFOS knownCloud

- 6.1 The availability of GFOS knownCloud per contract year (12 months) shall be at least ninety-nine point six percent (99.6%) (the "**Availability**" or "**A**" for short). The availability refers exclusively to the availability owed at the power transfer point of the server (output router of the data centre used by GFOS). Impairments in the area of data transmission

from this performance transfer point to the Customer and/or in the area of the Customer's IT systems themselves shall not be taken into account.

- 6.2 If the GFOS software is provided in a Customer Cloud, the Customer must agree on the availability of the Customer Cloud with the third-party provider. In this case, GFOS is only obliged to provide the services described in the service catalogue if there are defects in the GFOS software.
- 6.3 "Availability" means the ratio of (i) the difference between System Uptime and Unavailability during a SaaS Contract Year to (ii) the System Uptime during such SaaS Contract Year, expressed as a percentage.
- 6.4 The "System Uptime" (abbreviated to "**SU**") is the total amount of time during a SaaS Contract year (in minutes) during which the Customer is contractually able to access the GFOS knownCloud in accordance with the access protocols. Initially, a system uptime of 24 hours per day, 365 days per year is owed. However, the following periods are not to be taken into account when determining the system uptime:
- a) Malfunctions in or due to the condition of the infrastructure or software not to be provided by GFOS, in particular malfunctions for which the Customer is responsible, such as failures caused by incoming/outgoing hack attacks (DDoS/viruses) due to faulty and/or insufficient maintenance of the Customer's own hardware and software;
  - b) disruptions or other events for which GFOS is not responsible, in particular external DNS and routing disruptions, attacks on the network or mail infrastructure (DDoS/viruses) and failures of parts of the Internet outside the control of GFOS;
  - c) Periods of Planned Unavailability in accordance with § 6.6 below;
  - d) in cases of force majeure, whereby "**force majeure**" shall mean any unforeseen, extraordinary event beyond the control of GFOS as a result of which GFOS is unavoidably

prevented in whole or in part from fulfilling its contractual obligations and which could not have been averted or rendered harmless even by the exercise of reasonable care on the part of GFOS. Force Majeure in this sense includes, in particular, unforeseen political events or unrest, including war, terrorist attacks, fire damage, strikes and lawful lockouts, as well as closures for which GFOS is not responsible, unavoidable hacking and/or cyber attacks by third parties, such as e.g. DDoS or ransomware attacks, natural disasters, such as e.g. floods, official orders, epidemics and pandemics, such as e.g. the Covid19 virus;

- e) in the event of impairments to data transmission outside the data network operated by GFOS or the GFOS subcontractors, e.g. due to line failure or disruptions at other providers or telecommunications providers;
- f) faults which are based on the fact that the Customer's hardware or software has been improperly used or repaired, or systems and software have not been installed, operated and/or maintained in accordance with the manufacturer's guidelines or specifications.

- 6.5 "Unavailability" ("**UA**" for short) means the time during a SaaS Contract year (in minutes) during which the Customer, although system uptime should be given, is not able to access the GFOS knownCloud according to the access protocols. The availability is calculated as follows:

$$A \text{ (in \%)} = (SU - UA) : (SU) \times 100$$

Calculation results are to be rounded up or down to one decimal place.

- 6.6 The following maintenance windows are agreed upon for periodic, planned or unplanned maintenance work on the server system or the infrastructure of GFOS knownCloud, which is necessary for the maintenance and security of the ongoing operation, as well as for the performance of data

backups and the installation of updates or upgrades:

- a) Scheduled maintenance windows: daily, 23:00 to 05:00 and all day on up to two Sundays per calendar quarter (after prior information).
- b) Unscheduled maintenance windows: Furthermore, further maintenance windows may be agreed between GFOS and the Customer as required. GFOS shall also remain entitled in individual cases to carry out maintenance work without agreement with the Customer if this is absolutely necessary for the maintenance and security of the ongoing operation and prior agreement with the Customer is not possible for reasons of time. GFOS shall inform the Customer about the maintenance work at the latest after completion of the maintenance work.

The periods of Planned and Unplanned Maintenance Windows are collectively referred to as **"Planned Unavailabilities"**.

- 6.7 During periods of Planned Unavailability, the Customer has no legal claim to use the GFOS knownCloud, even if the GFOS knownCloud is available in whole or in part at such times. If a malfunction or failure occurs when using the GFOS knownClouds during periods of Planned Unavailability, the Customer shall in particular not be entitled to any warranty or compensation.

## § 7 Subcontractors

GFOS shall remain entitled to have parts of the SaaS Services provided by subcontractors. When providing the SaaS Services, GFOS also reserves the right to make use of personnel resources as well as technical, professional and/or administrative support services of other companies of the GFOS Group and accordingly to pass on order-related confidential information of the Customer. All companies of the GFOS Group are obliged to maintain confidentiality. Notwithstanding the above, the responsibility for the provision of the SaaS Services shall remain fully with

GFOS. Any claims for performance and liability can therefore be asserted exclusively against GFOS, but not against other companies of the GFOS Group.

## § 8 Use of the SaaS Services by the Customer, cooperation services

- 8.1 The Customer shall support the activities of GFOS necessary for the performance of the service. This includes in particular the timely and complete provision and procurement of all necessary information for proper service provision. The Customer shall ensure that all cooperation services required for the provision of the SaaS Services are provided in good time, in full and free of charge for GFOS. The Customer shall ensure that the Customer's employees who support GFOS in the provision of services are available at the agreed times. The Customer shall be responsible for ensuring that its employees have the necessary knowledge, skills and experience to perform the tasks assigned to them. The Customer's duties to cooperate include, in particular, creating all the conditions in its sphere of operation that are necessary for GFOS to provide the SaaS Services properly.
- 8.2 The Customer shall use the SaaS Services exclusively for its internal business purposes or, as the case may be, those of its Authorised Group Companies.
- 8.3 The Customer is responsible for monitoring the use of the SaaS Services and shall immediately notify GFOS in writing of any use that exceeds the contractual agreements, in particular if the agreed employee licences are exceeded. In this case, the Customer is obliged to sign an extension agreement showing the additional use and the additional remuneration. The corresponding remuneration shall accrue from the day on which the excess exists. GFOS is entitled to check the contractual compliance of the use of the SaaS Services, in particular the compliance with the contractually agreed employee licences.
- 8.4 The Customer is responsible for the proper operation of the Customer Cloud as well as the data backup in the Customer Cloud. The Customer shall maintain its internal systems

and technical environments/equipment itself. These shall comply with the minimum specifications published by GFOS and to be communicated by GFOS upon request in order to enable GFOS to provide the service.

- 8.5 The Customer shall monitor the provision of the SaaS Services by GFOS in accordance with its obligations under the SaaS Contract.
- 8.6 The Client shall keep its own records in accordance with applicable law and shall, in particular, keep all original records of the information supplied to GFOS.
- 8.7 The SaaS Services of GFOS are based on the information supplied by the Customer. The Customer shall be responsible for the accuracy and timely delivery of this information and accordingly in particular for any adverse effects caused by delays for which it is responsible as well as its own instructions.
- 8.8 Unless otherwise agreed, the Customer shall be responsible for communication connections, including the Internet, if the SaaS Services require the use of communication connections to establish the connection with GFOS. The Customer itself shall bear the installation, usage, service and repair costs for the communication links. GFOS is not responsible for the availability or reliability of the communication links used by the Customer to access the SaaS Services.
- 8.9 In the context of the use of the SaaS-Services by employees of the Customer, the Customer shall ensure that the obligations arising for the users from the SaaS Contract are complied with. GFOS may block access to the SaaS-Services by a user in accordance with § 4.5 if GFOS has reasonable grounds to suspect that this user has violated these GTC-Cloud or is otherwise using the SaaS Service in a manner contrary to the contract.
- 8.10 GFOS shall not provide legal, accounting or tax advice to the Client and the Client shall rely solely on its own advisers in relation to such advice.
- 8.11 The Customer has now and in the future unlimited power of attorney of its Authorised Group Companies, which shall make use of

SaaS Services of GFOS, if applicable, for the execution of the SaaS Contract and it obligates its Authorised Group Companies to duly fulfil the obligations contained in this SaaS Contract. Furthermore, the Customer has all necessary licences, permissions and approvals for the provision of its cooperation services.

- 8.12 As long as the Customer's cooperation services are not provided in accordance with the contract, GFOS shall be released from the relevant performance obligation in whole or in part to the extent that GFOS is dependent on the respective cooperation or provision. GFOS shall not be responsible for disruptions to performance caused by the Customer's failure to provide cooperation services in accordance with the contract. Additional expenses incurred by GFOS due to the non-contractual provision of the cooperation services can be invoiced separately by GFOS according to expenditure. Any further claims of GFOS shall remain unaffected.

## § 9 Remuneration for SaaS Services

- 9.1 All prices of GFOS are always in EURO plus VAT to be borne by the Customer in the respective legally prescribed amount. The sales tax shall be shown separately on the invoice. The prices as well as price surcharges shall be determined according to the GFOS price list generally valid at the time of conclusion of the contract, unless otherwise agreed in writing.
- 9.2 The contractually agreed SaaS fees shall commence in full one (1) month after the SaaS Contract has been signed. Any deviating provisions must be made in writing.
- 9.3 The invoices of GFOS are payable without any deduction (e.g. discount) within fourteen (14) calendar days of the invoice date, unless otherwise agreed in writing. The date of payment shall be the date on which the money is received by GFOS or credited to the account of GFOS.
- 9.4 One-off services or works, in particular in the context of the possibly necessary implementation of the SaaS Services, which the Customer requests but which are not part of the

scope of services agreed in the SaaS Contract, shall be offered and invoiced separately by GFOS on the basis of a separate agreement in accordance with the price list valid at the time.

- 9.5 In the event of changes in market conditions, significant changes in procurement costs, changes in value added tax or price increases by subcontractors, GFOS shall be entitled to adjust the remuneration for the SaaS Services. However, such a price adjustment is permissible at the earliest twelve (12) months after conclusion of the SaaS Contract and only once a year. GFOS shall announce the change to the Customer in writing at least six (6) weeks before it takes effect. In the event that the Customer does not accept the price increase, both GFOS and the Customer shall be entitled to terminate the SaaS Contract in its entirety with a notice period of one (1) month to the end of the calendar month, insofar as the price increase amounts to more than ten percent (10%) of the previous price. In the event of termination, the prices which have not been increased until the termination takes effect shall apply.

- 9.6 The Customer may only offset claims that have been legally established or are undisputed. He shall only be entitled to assert rights of retention against GFOS if the counterclaim asserted is undisputed or legally established. A right of retention may only be exercised by the Customer insofar as his counterclaim is based on the same contractual relationship. The assignment of claims against GFOS is excluded. However, the aforementioned shall not apply within the scope of application of section 354a of the German Commercial Code ("HGB").

## § 10 Defects in performance

- 10.1 A defect of the SaaS Services exists if they do not have the contractually agreed quality. The contractual quality of the SaaS Services results from the specifications in the service catalogue of the respective SaaS Services. Insofar as the quality was not agreed, it is to be assessed according to the statutory regulation whether a defect exists or not.

- 10.2 The Customer shall report defects in the SaaS Services to GFOS immediately and in writing (e-mail suffices), stating the information known to him and relevant for their detection. The report must describe in detail the symptoms that have occurred, the program functionality and the system and hardware environment and contain the information that is useful for remedying the defects, for example the number of users affected, a description of the system and hardware environment and any third-party software that may have been loaded simultaneously.

- 10.3 The Customer shall, within the bounds of what is reasonable, take measures to facilitate the identification of defects and their causes. GFOS shall determine the cause of a defect at its own expense. GFOS shall regularly report to the Customer on the respective status and success of these efforts. If the determination of the cause leads to the conclusion that a malfunction of the SaaS Services is not due to a defect for which GFOS is responsible, GFOS shall only have to remedy the malfunction if the Customer agrees to bear the associated costs.

- 10.4 GFOS may remedy defects in the SaaS Services by removal, bypass or replacement at GFOS's discretion. If GFOS does not successfully complete the rectification of defects within a reasonable period of time, the Customer may set GFOS a grace period. After expiry of the grace period, the Customer may demand a reasonable reduction of the remuneration or terminate the SaaS Contract; the Customer's right to self-execution according to section 536a para. 2 BGB is excluded. The setting of a grace period for the rectification of defects shall be dispensable if this is impossible, if it is refused by GFOS or delayed in an unreasonable manner, if there are reasonable doubts regarding the prospects of success or if it is unreasonable for the Customer for other reasons.

- 10.5 An immediate reduction of the current remuneration for the SaaS Services is only permissible insofar as the claim for reduction is undisputed or has been legally established; the Customer retains the right to reclaim any

overpaid amounts in accordance with the principles of unjust enrichment (sections 812 ff. BGB).

- 10.6 The rights of the Customer due to defects of the SaaS Services are excluded insofar as the Customer makes or has made changes to the SaaS Services without the consent of GFOS, unless the Customer proves that the changes do not have any effects on the analysis and elimination of the defects which are unreasonable for GFOS.
- 10.7 If GFOS provides SaaS Services in the determination or rectification of defects without being obliged to do so, GFOS may demand remuneration on a time and material basis if the Customer has at least grossly negligently failed to recognise the non-existence of a defect.

## § 11 Liability

- 11.1 GFOS shall be liable without limitation for damage caused intentionally or by gross negligence, for damage resulting from injury to life, body and health, and for damage that gives rise to a duty to pay compensation pursuant to section 1 of the German Product Liability Act ("ProdHaftG").
- 11.2 In the event of slight negligence, GFOS shall only be liable insofar as it concerns a breach of material contractual obligations, the fulfilment of which makes the proper performance of the SaaS Contract possible in the first place and on the observance of which the Customer could rely. Otherwise, liability for damages caused by slight negligence is excluded. § 11.1 remains unaffected.
- 11.3 In the event of a slightly negligent breach of material contractual obligations by GFOS, the obligation to pay compensation shall be limited to the foreseeable damage typical for the contract. The foreseeable damage typical of the contract is the damage which GFOS foresaw as a possible consequence of a breach of contract at the time of conclusion of the contract or which GFOS should have foreseen by exercising due care. Indirect damages and consequential damages which are the result of a service not being provided in accordance with the contract are also only compensable

insofar as such damages are typically to be expected when using the SaaS Services as intended. § 11.1 remains unaffected.

- 11.4 The liability of GFOS in the cases of § 11.3 is limited to two hundred and fifty thousand euros (€ 250,000.00) per case of damage. If, in the opinion of the Customer, the foreseeable contractual risk exceeds this maximum liability amount by more than an insignificant amount, GFOS shall be prepared to agree an appropriate higher liability amount in return for appropriate remuneration for the assumption of risk, provided that insurance cover can be agreed for this.
- 11.5 In the event of data loss or data destruction, GFOS shall only be liable insofar as GFOS has caused the destruction intentionally, through gross negligence or due to a breach of a material contractual obligation. The liability of GFOS for the slightly negligent breach of an essential contractual obligation shall be limited in the above case to the amount of the damage that would also have arisen in the event of proper data backup by the Customer.
- 11.6 Even insofar the Customer is entitled to grant access to the respective SaaS Service to its Authorised Group Companies, the Customer remains the sole contractual partner of GFOS and claims against GFOS can be asserted solely by the Customer. Customer shall indemnify GFOS against all claims in the event that Authorised Group Companies assert claims directly against GFOS in connection with the SaaS Services.
- 11.7 A liability for damages due to a defect already existing at the time of conclusion of the contract pursuant to section 536a BGB is excluded.
- 11.8 The above provisions on the limitation of liability shall also apply to the personal liability of the employees, representatives and bodies of GFOS.
- 11.9 Claims for damages and claims for reimbursement of futile expenses of the Customer shall become statute-barred within one (1) year; with regard to the beginning of the limitation period, section 199 para. 1 BGB shall apply.

This shall not apply to claims for damages and claims for reimbursement of futile expenses due to injury to life, body or health, in the case of claims under the Product Liability Act and in the case of breach of a quality guarantee. Furthermore, this shall not apply to claims based on an intentional or grossly negligent breach of duty by GFOS or a legal representative or vicarious agent of GFOS.

- 11.10 A reversal of the burden of proof is not associated with the above provisions.

## § 12 Confidentiality, data protection, references

- 12.1 The Customer undertakes to keep confidential such facts, documents and knowledge which come to his knowledge in the course of the implementation of the business relationship with GFOS and which contain technical, financial, business or market-related information about the company GFOS, provided that GFOS designates the respective information as confidential or has an obvious interest in keeping it confidential (hereinafter collectively referred to as "**confidential information**"). The Customer shall use the confidential information exclusively for the purpose of implementing and executing the contractual relationship with GFOS in accordance with the contract and the individual contracts based thereon.

- 12.2 The disclosure of confidential information by the Customer to third parties requires the express and prior written consent of GFOS.

- 12.3 The duty of confidentiality pursuant to § 12.1 above shall not apply if the respective confidential information can be proven:

- a) is or becomes generally known without any action on the part of the Customer or
- b) was already known to the Customer or is made known by a third party authorised to pass on the information or
- c) is developed by the Customer without the intervention of GFOS and without exploitation of other information or knowledge obtained

- through the contractual contact; or
- d) must be disclosed due to mandatory statutory provisions or court or official orders.

- 12.4 The Customer shall be responsible for compliance with all relevant statutory data protection provisions, in particular for the lawfulness of the data disclosure and data processing of personal data of its employees and other data subjects in connection with the provision of services by GFOS. GFOS shall process the personal data of the Customer within the scope of the contractually owed provision of services and in accordance with the provisions of data protection law, respectively the provisions of the SaaS Contract.

- 12.5 The Parties shall process personal data in compliance with the applicable provisions on data protection, in particular Regulation (EU) 2016/679 (General Data Protection Regulation, "GDPR").

- 12.6 Personal data of the Customer shall be collected, stored, processed and used by GFOS if, to the extent and for as long as this is necessary for the establishment, performance or termination of the SaaS Contract with the Customer. Any further collection, storage, processing and use of personal data of the Customer shall only take place if a legal provision requires or permits this or the Customer has consented. The Customer is aware that in order to carry out pre-contractual measures and fulfil the contract with the Customer, the collection, processing and use of the contact data of the Customer's contact persons (name, e-mail addresses, etc.) is required on the basis of point b) of Art. 6(1) GDPR. GFOS is in particular entitled to transfer the data to third parties if and insofar as this is necessary for the implementation of pre-contractual measures and fulfilment of the contract (e.g. for service provision, invoicing or Customer support) in accordance with point b) of Art. 6(1) GDPR or fulfilment of a legal obligation within the meaning of point c) of Art. 6(1) GDPR. GFOS will also forward this data to third parties (e.g. debt collection

companies) for the purpose of enforcing claims in accordance with point b) and/or f) of Art. 6(1)GDPR.

- 12.7 The data protection information of GFOS is available at <https://www.gfos.com/en/privacy>.
- 12.8 Insofar as GFOS processes personal data on behalf of the Customer within the framework of the performance of the SaaS Contract, GFOS shall only process the personal data within the framework of the contractually owed performance of services or other written instructions of the Customer and in accordance with the provisions of data protection law. The parties shall specify the details of the commissioned processing in a separate "Agreement on the Processing of Personal Data on Behalf". This agreement shall take precedence over the provisions of these GTC Cloud in its scope of application.
- 12.9 GFOS shall be entitled to refer to the contractual relationship with the Customer in a suitable form in brochures and publications (e.g. reference lists), including the use of the Customer's company logo. If the Customer does not agree to this, it shall inform GFOS accordingly in writing or in text form.

### § 13 Reservation of self-delivery, force majeure and other hindrances

- 13.1 If, for reasons for which GFOS is not responsible, GFOS does not receive the services of GFOS's subcontractors required for the provision of the service owed by GFOS, or does not receive them correctly or in good time, despite proper and sufficient coverage prior to the conclusion of the contract with the Customer, or if force majeure events (as defined in § 6.4 d) occur, GFOS shall inform the customers in good time in writing or in text form. In this case, GFOS shall be entitled to postpone the SaaS Services for the duration of the hindrance or to withdraw from the SaaS Contract in whole or in part due to the part of the SaaS Contract that has not yet been fulfilled, insofar as GFOS has complied with the above aforementioned information obligation.

- 13.2 The Customer shall only be entitled to terminate the SaaS Contract after the fruitless expiry of a reasonable grace period due to the part of the SaaS Contract that has not yet been fulfilled if it is objectively unreasonable for the Customer to continue adhering to the SaaS Contract and the force majeure event has already lasted for more than 3 months. Further claims by the Customer, in particular those for damages, are excluded in this case. The Customer is obliged to remunerate SaaS Services provided up to that point in accordance with what has been agreed in this respect.

### § 14 SaaS Contract Term, Termination, Termination of Contract

- 14.1 Unless the Parties have agreed otherwise, the SaaS Contract shall have a minimum term of three (3) years ("**Minimum Term**") which begins with the conclusion of the SaaS Contract. Thereafter, the SaaS Contract shall be renewed for twelve (12) months at a time unless it is terminated in writing beforehand with a notice period of three (3) months to the end of the Minimum Term, thereafter to the end of the respective renewal.
- 14.2 Each party is entitled to terminate the SaaS Contract at any time for good cause. Good cause exists if facts are given on the basis of which the terminating party, taking into account all circumstances of the individual case and weighing the interests of the other party, can no longer reasonably be expected to continue the SaaS Contract ("**good cause**"). If the good cause consists of the breach of a contractual obligation, the termination is only permissible after the unsuccessful expiry of a deadline set for remedial action or after an unsuccessful warning, insofar as the setting of a deadline is not dispensable pursuant to section 323 para. 2 BGB.
- 14.3 GFOS shall in particular be entitled to terminate the contract for good cause if (i) the Customer is in arrears with the payment of at least two (2) monthly invoices or (ii) to the extent that applicable import control, export control or sanctions law does not permit GFOS to provide the SaaS Service.

14.4 After termination of the SaaS Contract for whatever reason

- a) all rights of use and other rights granted to the Customer under this SaaS Agreement shall automatically terminate;
- b) all confidential information provided by either party to the other under this SaaS Agreement or in connection with the terminated SaaS Services shall be returned to the respective party upon request; this shall not apply to correspondence between the parties and other documents to be retained by the respective party in accordance with statutory provisions;
- c) all unpaid remuneration and expenses shall become immediately due for payment.

14.5 Upon receipt of a notice of termination from GFOS or after the Customer's own notice of termination, the Customer shall immediately ensure that its data managed in the GFOS knownCloud or in the respective SaaS Service is backed up and migrated to a system of the Customer at the latest upon termination of the SaaS Contract. Upon termination of the SaaS Contract, GFOS will delete the Customer's data in accordance with the legal obligations. Upon request and against separate remuneration in accordance with the respective applicable service rates, GFOS shall support the Customer within the scope of the migration.

14.6 Insofar as GFOS is commissioned by the Customer to support the migration, the Customer's data shall be provided by GFOS in consultation with the Customer in a standard format (standard market format) on a data carrier or digitally for downloading.

SaaS Contract to companies of the GFOS Group.

15.3 All agreements, ancillary agreements, representations, amendments and supplements to the SaaS Contract (including these GTC Cloud) as well as other declarations in connection with the SaaS Contract which trigger a legal consequence (e.g. setting of deadlines, withdrawal) must be made in writing to be effective. This also applies to amendments or supplements to, as well as the waiver of, this written form clause. Insofar as written form is required, this shall also be deemed to have been complied with by transmissions via fax, digital / electronic name signatures as well as signatures (e.g. DocuSign). The transmission of the relevant declarations by telecommunication, in particular by e-mail, however, is not sufficient for this purpose. The priority of an individual agreement (§ 305b BGB) remains unaffected.

14.5 The place of jurisdiction for all legal disputes between the parties arising from or in connection with the SaaS Contract shall be Essen, Germany, to the extent permitted by law; GFOS shall, however, also be entitled to sue the Customer at its general place of jurisdiction. The above agreement on the place of jurisdiction shall not apply if a different, exclusive place of jurisdiction results from the law.

15.5 The SaaS Contract (including the GTC Cloud) are governed by the laws of the Federal Republic of Germany. The provisions of private international law and the UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

## § 15 Final provisions

15.1 The place of performance for all contractual obligations shall be the registered office of GFOS.

15.2 GFOS shall be entitled at any time to transfer the rights and obligations under the

## B. Additional Terms and Conditions for the Provision of IT Services

Status: September 2025

### § 1 Scope of application

- 1.2 These Additional Terms and Conditions for the Provision of IT Services ("**GTC IT Services**") apply in addition to the above GTC Cloud if GFOS provides in the context of the SaaS Contract consulting, training, support, installation, implementation, maintenance, support or customisation services for hardware and software products or other services (hereinafter referred to as "**IT Services**") in addition to the SaaS Services – either as part of the SaaS Contract or as part of a separate contract in the context of the SaaS Contract.
- 1.2 Insofar that these GTC IT Services do not contain a provision, the above GTC Cloud apply to the IT Services correspondingly. This applies especially for the following provisions of the GTC Cloud: general provisions in § 1 and the §§ 11 (Liability), 12 (Confidentiality, data protection, references), 13 (Reservation of self-delivery, force majeure and other hindrances) and 15 (Final provisions). In case of contradictions between the GTC Cloud and the GTC IT Services, the GTC IT Services shall prevail with respect to the IT Services.
- 1.3 Unless expressly agreed otherwise in the contract, GFOS shall provide the IT Services for the Customer as a support service on a service contract basis within the meaning of sections 611 ff. BGB, without owing a concrete performance outcome.
- 1.4 If and insofar as GFOS has agreed to a specific performance outcome for the provision of the IT Services, e.g. for the creation of customised software and/or hardware adaptations as part of a hardware and/or software implementation, the "**Additional Terms and Conditions for IT Services under a Contract for Works**" printed under point C. after these GTC IT Services shall apply in addition.

### § 2 Subject matter of contract and scope of services

- 2.1 The subject matter of the contract are the IT Services specified in the offer or in a separate service description or a SaaS Contract, not a specific (economic) success. GFOS shall provide the IT Services in accordance with the generally recognised rules of technology and in compliance with the agreed requirements.
- 2.2 If the factual or legal situation changes after delivery of the final work result, GFOS shall not be obliged to draw the Customer's attention to any changes or to any consequences resulting therefrom.
- 2.3 Insofar as GFOS has to present results in writing within the framework of the provision of services, this written presentation alone shall be authoritative. Drafts of written representations shall not be binding. Oral statements and information provided by GFOS shall only be binding if they are confirmed in writing by GFOS. Insofar as GFOS makes statements and provides information outside the scope of the order placed, these shall always be non-binding.
- 2.4 A guarantee shall only be deemed to have been assumed by GFOS if GFOS has designated a property and/or a performance outcome as "legally guaranteed" in writing.
- 2.5 Data supplied by third parties at the request or instigation of the Customer or by the Customer itself shall be the sole responsibility of the Customer and shall only be checked for plausibility without an express order and shall not be validated by GFOS. The conclusions and recommendations to be derived from the IT Services of GFOS shall be made to the best of our knowledge and in accordance with recognised rules of technology.

- 2.6 Unless otherwise agreed in writing or in text form, GFOS may, at its own discretion, use competent subcontractors for the execution of the order.
- 2.7 GFOS shall examine any requests for changes made by the Customer with regard to the contractually agreed IT Services and take them into account at its own discretion, insofar as this is possible within the framework of the capacities and within the framework of the effort and time planning. Insofar as such changes affect the terms of the contract, the parties shall agree on an adjustment of the contract, in particular with regard to remuneration and performance time/periods. If no agreement is reached on this, GFOS shall not be obliged to fulfil the Customer's request for changes to the agreed IT Services.
- 2.8 Insofar IT Services are provided on site at the Customer's premises, the Customer is not authorised to issue instructions to the consultants appointed by GFOS. The consultants are not integrated into the Customer's operations. The Customer can only give instructions to the GFOS contact person designated for project coordination, not directly to the individual consultants.
- 2.9 Unless explicitly agreed otherwise, the project language is German; the project documentation is also in German. If the creation or adaptation of software is owed as part of the service, any documentation of the code that may be owed can also be made "inline", i.e. comments in the code directly.
- 2.10 If GFOS provides IT Services beyond the scope of the contractual agreement in accordance (text form is sufficient) with the Customer, the terms and conditions shall apply accordingly to the IT Services provided in this respect.

### § 3 Performance times, service time, delay, response and resolution times

- 3.1 Binding performance dates and times must be expressly agreed in writing. A transaction for delivery by a fixed date shall only be deemed to exist if GFOS has expressly confirmed such transaction in writing or if the legal

requirements for a transaction for delivery by a fixed date are met. Insofar as a binding service date has been agreed and the Customer cancels this within a period of less than three (3) working days before the agreed service date, GFOS shall be entitled to charge the Customer a cancellation fee amounting to 80% of the net remuneration plus any statutory value added tax for the cancelled IT Services and to demand reimbursement of any travel and accommodation costs which can no longer be cancelled. The Customer shall be at liberty to prove that GFOS has incurred no damage or less damage than the asserted flat-rate cancellation fee as a result of the cancellation of the appointment.

- 3.2 Unless otherwise agreed, GFOS shall only be obliged to perform the IT Services commissioned in each case during the service hours (Mo–Thu. 8 a.m. – 5 p.m., Fr. 8 a.m. – 2.30 p.m., except on public holidays at the registered office of GFOS as well as on 24 December and 31 December (hereinafter referred to as "**service hours**"). For IT Services which are performed outside the service hours, the following surcharges will be charged:  
Mon – Thu after 5 p.m.: 50 % surcharge  
Fri after 2:30 p.m.: 50 % surcharge  
Saturday: 50 % surcharge  
Sundays and public holidays: 100 % surcharge

- 3.3 If no specific dates have been agreed for the provision of IT Services by GFOS, but a period has been agreed, this period shall not begin until all details of the execution of the order have been clarified and all other preconditions to be fulfilled by the Customer have been met, in particular agreed advance payments have been made, information required for the provision of services has been provided, etc. The same shall apply to performance dates. The same applies to performance dates. If the Customer has requested changes after the order has been placed, a new reasonable performance period shall begin with the confirmation of the change by GFOS.

- 3.4 If GFOS is in default of performance, the Customer must first set GFOS a reasonable grace period of at least 14 working days (working days being understood to mean Monday – Friday) for performance, unless this is

unreasonable in the individual case. If this period expires fruitlessly, claims for damages due to breach of duty - for whatever reason - shall only exist in accordance with this § 3 and § 11 of the GTC Cloud. GFOS shall not be in default as long as the Customer is in default with the fulfilment of obligations towards GFOS, including those from other contracts.

- 3.5 Close cooperation between the Customer and GFOS is necessary for the provision of services. Both parties shall therefore inform each other of all circumstances from their respective spheres which may have an effect on the provision of services by GFOS. The project and success responsibility for IT projects remains with the Customer. Irrespective of this, however, GFOS shall be responsible for the contractual provision of the IT Services owed by GFOS.

- 3.6 If binding response and/or recovery times are agreed for the IT Services, the following provisions shall apply in addition:

Response time is the period of time within which the execution of the IT Services is started (e.g. with the rectification of a fault). The period starts with the receipt of the corresponding message by GFOS or the occurrence of an agreed event within the service time and runs exclusively during the agreed service time. If a message is received or an agreed event occurs outside the agreed service time, the response time begins at the start of the next service time.

Resolution time is the period of time within which GFOS endeavours to finally process a malfunction or other work order, if necessary also by means of reasonable workarounds, within the framework of the technical and operational possibilities of GFOS. Solution times shall run exclusively during the agreed service time. In the case of solution times, such times shall not be taken into account which, despite reasonable efforts by GFOS, lead to delays in the provision of the service, such as: outstanding acts of cooperation by the Customer, delivery times for necessary spare parts (insofar as no stockpiling has been expressly agreed) and, insofar as manufacturer bug fixes to hardware/software are

necessary, the times until the corresponding provision by the manufacturer. In these aforementioned cases, GFOS shall also use its best efforts to identify such interim measures as will keep any adverse effects on the Customer as low as possible.

#### § 4 Obligations of the Customer to cooperate

- 4.1 The Customer shall appoint a contact person to GFOS as the central contact person in all project matters for the agreed performance period, who can make binding decisions for the Customer during the performance of the contract and is available for the exchange of necessary information. Necessary decisions by the Customer shall be brought about by the contact person without delay and jointly documented by the parties in writing, if possible immediately afterwards.

- 4.2 The Customer shall ensure that all cooperation services required for the provision of the IT Services are provided in good time, in full and free of charge for GFOS.

- 4.3 The Customer shall ensure that employees of the Customer who support GFOS in the provision of the IT Services, as well as service providers of the Customer on whose cooperation GFOS is dependent, are available at the agreed times and provide all necessary acts of cooperation. The Customer shall be responsible for ensuring that its employees have the necessary knowledge, skills and experience to perform the tasks assigned to them.

- 4.4 The Customer shall be obliged to support GFOS appropriately within the framework of the provision of services and in particular to create all conditions in the area of its sphere of operation which are necessary for GFOS to provide the IT Services properly. Unless otherwise agreed, the Customer shall in particular

- a) provide GFOS with all documents and further information necessary for the execution of the IT Services in good time;
- b) bring to the attention of GFOS all processes and circumstances which may be of significance for the

- performance of the IT Services; this shall also apply to documents, information, processes and circumstances which only become known during the activity of GFOS;
- c) confirm, at the request of GFOS, the completeness of the documents submitted and the further information as well as the information and declarations given in a written declaration specified by GFOS;
  - d) make decisions incumbent upon him regarding the implementation and content of IT Services without delay and inform GFOS thereof and examine proposals for changes made by GFOS without delay;
  - e) inform immediately about the legal framework conditions originating from his sphere, insofar as specific requirements for the provision of the IT Services result from this;
  - f) provide GFOS with rooms and workplaces as required within the scope of the provision of services and to a reasonable extent;
  - g) grant GFOS employees remote access (during the Customer's normal office hours) to the Customer's computers for the provision of services (remote access).
  - h) Further obligations of the Customer to cooperate and provide are regulated in the offer or a separate service description, if applicable.
- 4.5 As long as the Customer's cooperation services are not provided in accordance with the contract, GFOS shall be exempt from its obligation to perform in whole or in part to the extent that GFOS is dependent on the respective cooperation or provision. GFOS shall not be responsible for disruptions to performance caused by the Customer's failure to provide cooperation services in accordance with the contract. Additional expenses incurred by GFOS due to the non-contractual provision of the cooperation services can be invoiced separately by GFOS according to expenditure. Any further claims of GFOS shall remain unaffected.
- 4.6 The cooperation services to be provided by the Customer shall constitute a genuine contractual obligation towards GFOS and not merely an obligation. If the Customer does not provide the cooperation services to be provided by him or does not provide them in accordance with the contract and if this has an effect on the IT Services to be provided by GFOS, GFOS shall be released from the obligation to provide the IT Services concerned. The corresponding performance deadlines shall be postponed by an appropriate period of time. GFOS shall be separately remunerated for any additional expenditure incurred as a result, without prejudice to further rights on the basis of the agreed conditions. Further claims remain unaffected by this.
- 4.7 Insofar as this is necessary in the context of the service provision, the Customer shall grant the consultants appointed by GFOS direct or indirect access to software and IT systems as well as a simple right of use for the use of Customer's systems and applications in accordance with the contract and intended purpose, which is limited in time to the term of the IT Services. It is the Customer's responsibility to ensure the proper operation of the necessary software and IT systems. Insofar as the Customer provides GFOS with content, materials, data and information for the service provision, it shall ensure that these are free of third-party rights that could conflict with the service provision by GFOS.
- 4.8 The Customer shall take reasonable precautions for the event that IT Services and/or work results are affected by disruptions (e.g. through data backup, fault diagnosis, regular checks). Unless an explicit written notice is provided by the Customer in individual cases, the consultants appointed by GFOS can assume at any time that all data with which they may come into contact is secured.
- § 5 Completion and Completions of the IT Services, Performance Failures**
- 5.1 Unless otherwise agreed, GFOS shall notify the Customer of the completion of the IT Services. Such notification shall also be deemed to be the transmission of any agreed performance result, report, statement, messages via

- a ticket system, etc.. The IT Services shall thereby be deemed to have been provided and performed.
- 5.2 The Customer shall inform GFOS immediately in writing or in text form if he realises that a service has not been provided by GFOS in accordance with the contract. In doing so, it shall specify the non-contractual performance of the service to GFOS in as much detail as possible.
- 5.3 Insofar as GFOS is responsible for the service not being provided in accordance with the contract and the Customer has complied with its duty to inform in accordance with § 5.2, GFOS shall initially be entitled and obliged to provide the affected service in accordance with the contract within a reasonable period of time without additional costs for the Customer, insofar as this subsequent provision of the service is possible and is not associated with disproportionate costs for GFOS.
- 5.4 Insofar as it is not possible to make up for the service provision not in accordance with the contract or is refused by GFOS due to disproportionate costs or is not successful in essential parts for reasons for which GFOS is responsible, even within a reasonable period of grace set by the Customer, the Customer shall be entitled to terminate the contract with regard to the IT Services without notice for good cause. In this case GFOS shall be entitled to remuneration for the IT Services provided until the termination takes effect. However, the claim to remuneration shall lapse for those IT Services which are of no interest to the Customer as a result of the termination. Within two (2) weeks of receipt of the termination, the Customer shall substantiate to GFOS in writing which IT Services this applies to.
- 5.5 Further claims due to qualitative deficiencies in performance are excluded. This exclusion shall not apply in the event of intent or gross negligence on the part of GFOS or in the event of injury to life, limb or health.
- 5.6 The claims due to defaults in performance shall become statute-barred after one year from the statutory commencement of the limitation period. The above limitation period shall not apply in the event of default in performance due to intent or gross negligence on the part of GFOS or in the event of injury to life, limb or health. In these cases, the statutory limitation period shall apply.
- 5.7 If GFOS provides IT Services in the determination or elimination of notified/alleged performance disruptions without being obliged to do so, GFOS shall be entitled to demand reasonable remuneration from the Customer according to expenditure if the Customer has failed to recognise the non-existence of the performance disruption due to at least gross negligence.
- 5.8 Insofar as the defect in performance is an infringement of third party property rights, §§ 5.4 – 5.8 of the GTC Cloud shall apply.
- 5.9 The acknowledgement of breaches of duty must always be in writing.
- § 6 Remuneration, terms of payment**
- 6.1 The remuneration for the IT Services provided shall be based on the contractual agreements for the IT Services. Unless otherwise agreed therein, the Customer shall owe remuneration according to expenditure in the form of daily rates in accordance with the GFOS price list generally valid at the time of conclusion of the contract. In the case of remuneration on a time and material basis, GFOS shall be entitled to make this payable at least monthly in arrears after the services have been rendered, including in the case of partial services, and to invoice it. If no agreement has been reached on remuneration, GFOS shall be entitled to the remuneration customary in the industry for the IT Services provided, unless certain IT Services have been expressly agreed as being free of charge.
- 6.2 If remuneration on a time and material basis has been agreed and nothing to the contrary has been agreed, the following shall also apply:
- Set-up times, travel costs, material costs, expenses and/or other incidental costs are not included in the

daily rates and will be invoiced additionally. Waiting times of GFOS employees for which the Customer is responsible shall be remunerated as working times. GFOS must, however, take into account what GFOS has saved by not providing the IT Services or has acquired or maliciously refrained from acquiring by using the IT Services elsewhere.

-The daily rates cover a working time of eight (8) hours and billing is on an hourly basis. Any additional work per day shall be invoiced pro rata. The agreed surcharges shall be added for work on weekends and public holidays as well as for work performed outside service hours. The travel times of GFOS employees to and from the Customer's place of business as well as IT Services which GFOS provides at other locations at the Customer's request shall be charged by GFOS for the travel time of the respective employees at the agreed daily rate.

-Insofar as GFOS submits proofs of expenditure/hours to the Customer, the latter shall check these without delay and sign them off to indicate agreement at the latest within fourteen (14) calendar days of receipt and thus release them. If the Client does not agree with the evidence provided, the Client shall set out any objections to the evidence in detail in writing within this period. The parties will then immediately attempt to clarify the matter. Insofar as the Customer does not raise any objections to the evidence within the aforementioned period, the effort/hours records shall be deemed to have been approved if and insofar as GFOS has referred to the fiction of approval in the evidence.

- 6.3 Unless otherwise agreed, GFOS shall be entitled, in the event of an expected execution period of more than 90 days, to demand an advance payment of 1/3 of the agreed total

net remuneration upon conclusion of the contract plus VAT.

- 6.4 In all other respects, the provisions pursuant to §§ 9.2, 9.3, 9.5 and 9.6 of the GTC Cloud apply accordingly.

## § 7 Rights of Use, Passing on of Work Results

- 7.1 All contractually agreed IT Services and work results of GFOS are intended exclusively for the Customer and for use for the purposes specified in the contractual agreements.
- 7.2 GFOS shall remain the owner of all work results which are or can be protected by industrial property rights or positions similar to industrial property rights of whatever kind (e.g. patent rights, trademark rights, utility model and design rights, copyrights) and whether registered or not, and to which GFOS is entitled at the time of conclusion of the contract or which are created by GFOS (or by third parties on behalf of GFOS) after conclusion of the contract (hereinafter referred to as "**work results**"). The same shall apply to adaptations, changes and further developments of the work results.
- 7.3 Upon full payment of the agreed remuneration, GFOS shall grant the Customer a non-exclusive, permanent, non-transferable right to use the work results specially created for the Customer and identified as such in the offer or in a separate service description, insofar as this results from the agreed purpose. The right of use is limited to use in the Federal Republic of Germany as well as to the country of destination additionally agreed between the parties, if any, in which the work results are to be used.
- 7.4 The disclosure of work results (or excerpts of work results - whether in draft or final version) or information about the activities of GFOS for the Customer to a third party requires the written consent of GFOS, unless (i) the agreed purpose already results in the consent to disclosure or information or (ii) the Customer is obliged to disclose or provide information due to a law or an official order.

- 7.5 Insofar as the work results contain standard software of a third party (hereinafter referred to as "**Third-Party Software**"), the use of this Third Party Software shall be subject to the corresponding licence conditions of the respective software manufacturer. The Customer undertakes to comply with the respective licence conditions in full and at all times. The licence conditions applicable to the respective Third-Party Software are either attached to the offer of GFOS or GFOS refers in the offer to the website of the software manufacturer via which the Customer can view and download the licence conditions. For the use of Third-Party Software, it may also be necessary for the Customer to declare his consent to the validity of the licence conditions of the respective software manufacturer during the installation process. Insofar as the Customer has commissioned GFOS with the installation of the Third-Party Software in accordance with a separate order, GFOS shall be authorised by the Customer to issue such a declaration of consent on behalf of the Customer and thereby bindingly oblige the Customer to comply with the licence conditions vis-à-vis the software manufacturer.

## § 8 Third party property rights

- 8.1 GFOS shall ensure that no third party rights exist which impede, restrict or exclude the contractual use by the Customer of the IT Services and the work results produced by GFOS. The provisions of § 5.5 of the GTC Cloud apply accordingly.
- 8.2 Should a third party assert justified claims for the infringement of copyrights, patents or other industrial property rights by GFOS or by the work results created by GFOS and the Customer be prohibited from using the work results in whole or in part in a legally binding way, GFOS shall be liable to the Customer within the period specified in § 11.9 of the GTC Cloud as follows if and insofar as GFOS is at fault in this respect:
- a) At GFOS's discretion, GFOS shall first attempt to either obtain a right of use for the work results concerned at GFOS's expense or modify the work results in such a way that

the property right is not infringed. In addition, GFOS indemnifies the Customer from legally established claims by third parties due to the infringement of property rights due to the contractual use of the work results as well as from the costs of legal defense caused by this within the limits of the limitation of liability agreed in § 11 of the GTC Cloud.

- c) In all other respects, the provisions of §§ 5.5, 5.7 and 5.8 of the GTC Cloud shall apply accordingly.

## § 9 Term and termination

- 9.1 If the duration of the IT Services is neither agreed nor can be inferred from the nature or purpose of the IT Services, these may be terminated in whole or in part by either party with three months' notice to the end of a calendar month, but at the earliest to the end of a minimum contract period agreed in the contract. A different period of notice may be agreed in the contract.
- 9.2 In addition, the contract may be terminated in whole or in part with regard to the IT Services by either party for good cause - without observing a notice period - within a reasonable time from knowledge of the reason for termination. § 13.2 of the GTC Cloud applies accordingly. In the event of termination for good cause, GFOS shall be entitled to remuneration for the IT Services provided until the termination takes effect. However, the remuneration shall not apply to those IT Services for which the Customer demonstrates that they are of no interest to him due to the termination.

## C. Additional Terms and Conditions for IT services under Contracts for Works

**Status: September 2025**

### § 1 Scope of application

These Additional Terms and Conditions for IT Services under Contracts for Works (hereinafter referred to as "**Additional Terms and Conditions**") shall apply in addition to the aforementioned GTC IT Services if GFOS – due to an explicit contractual agreement - owes a concrete performance success within the scope of the provision of the IT Services and in this respect the contract for works law applies, e.g. in the case of customised hardware and/or software adaptations within the scope of a hardware and/or software implementation. In the event of contradictions between the GTC IT Services and these Additional Terms and Conditions, the Additional Terms and Conditions shall take precedence.

### § 2 Scope of services

- 2.1 The IT Services to be provided by GFOS as well as the work results to be achieved are determined in accordance with the agreements set out in the contract.
- 2.3 The Customer shall bear the risk that the agreed IT Services as well as the work results to be achieved meet his requirements. In the event of doubts, he shall seek advice in good time from GFOS consultants or from expert third parties.

### § 3 Acceptance

- 3.1 Acceptance shall take place after checking the work results to be produced within the scope of the IT Services. For this purpose, GFOS may demand a written acceptance declaration and/or an acceptance protocol signed by the Customer.
- 3.2 If (partial) work results are defined, GFOS may make each (partial) work result available for acceptance.

- 3.3 The Customer shall inspect (partial) work results provided for acceptance immediately after notification of completion, but within a maximum of ten (10) working days (hereinafter referred to as the "**acceptance period**"), and either declare acceptance in writing and/or notify any defects with a precise description. If the Customer does not declare acceptance within the Acceptance Period or uses the work results without giving notice of defects, the (partial) work result shall be deemed accepted. Insignificant defects do not entitle the Customer to refuse acceptance. The productive deployment, commissioning or use of (partial) work results by the Customer shall in any case be deemed acceptance of the respective (partial) work results.

- 3.4 If the Customer notifies GFOS of any defects found within the acceptance period, GFOS shall assign them to one of the following defect classes:

**Defect class 1:** The (partial) work result is afflicted with a defect that makes usability impossible or unreasonably impairs it.

**Defect class 2:** The (partial) work result has a defect that restricts the usability more than insignificantly, although there is no defect of defect class 1.

**Defect class 3:** The (partial) work result has a defect that only insignificantly restricts the usability.

- 3.5 The Customer may refuse acceptance if defects of defect class 1 exist or if several defects of defect class 2 together lead to effects of defect class 1.
- 3.6 GFOS shall rectify the defects notified in accordance with § 3.3 of these Additional Terms and Conditions within a period appropriate to

the category of the defect and - in the event of refused acceptance - shall make the work result available to the Customer again for acceptance. §§ 3.3 to 3.5 of these Additional Terms and Conditions shall apply accordingly to this and any further acceptance.

#### § 4 Warranty for work performance

- 4.1 GFOS warrants that the work results produced within the scope of the IT Services have the expressly agreed quality features and that the granting of the rights of use agreed in § 7.3 of the GTC IT Services to the Customer is not opposed by any third party rights. Insofar as no express quality has been agreed, the warranty refers to the fact that the work results are suitable for the contractually presumed, otherwise usual use and have a quality which is usual for work results of this type and which the Customer can expect for work results of this type.
- 4.2 The Customer shall notify GFOS without delay of any defects occurring, with a precise description of the problem and the information useful for rectifying the defect. In the case of proven material defects, GFOS shall provide warranty by subsequent performance in such a way that GFOS, at its own discretion, provides the Customer with a new, defect-free state of the work results or rectifies the defect. In the case of proven defects of title, GFOS shall provide warranty by means of subsequent performance in that GFOS shall provide the Customer with a legally flawless opportunity to use the work results or, at the option of GFOS, replaced or modified work results of equivalent value. The Customer must accept a new status of the work results (e.g. update of a software) if the contractual functional scope is maintained and the acceptance is not unreasonable. The urgency of the fault rectification shall be determined by the degree of operational hindrance.
- 4.3 If subsequent performance finally fails after the fruitless expiry of two reasonable periods of grace to be set by the Customer, the Customer may terminate the contract with regard to the IT Services under a contract for works, declare withdrawal or reduce the remuneration. In the case of insignificant defects or

deviations, however, withdrawal from the contract with regard to the IT Services under a contract for works is excluded. GFOS shall provide compensation for damages or reimbursement of futile expenses due to a defect within the limits set out in § 11 of the GTC Cloud.

- 5.4 The warranty period for work performances is one year from acceptance. This does not apply to claims for damages arising from a guarantee, the assumption of a procurement risk, injury to life, or health, intentional, grossly negligent or fraudulent conduct.