GFOS

Designing the
Future of Work

General Terms and Conditions for the Maintenance of User Software

Status: November 2025

§ 1 Scope of Application, General Regulations

1.1 These General Terms and Conditions for the Maintenance of Application Software (hereinafter referred to as "**T&C maintenance**") of the Gesellschaft für Organisationsberatung und Softwareentwicklung mbH (hereinafter "**GFOS**") regulate the legal framework for the provision of maintenance services for GFOS application software (hereinafter "**care services**").

1.2 These general terms and conditions apply exclusively to entrepreneurs within the meaning of § 14 of the German Civil Code (BGB), i.e. to natural or legal persons who, when concluding a legal transaction, act in the exercise of their commercial or self-employed professional activity, including legal entities under public law and special funds under public law; Orders from consumers will not be accepted by GFOS. As "**Customer**" is hereinafter referred to as any company that concludes a contract with GFOS for the provision of maintenance services for application software (hereinafter "**Care contract**").

1.3 These Terms and Conditions and the documents referred to herein apply exclusively. Deviating, conflicting or supplementary terms and conditions of the customer shall only become part of the contract if and to the extent that GFOS has expressly agreed to their validity in writing. This consent requirement applies in any case, for example even if GFOS begins to provide services to the customer without reservation in knowledge of the customer's general terms and conditions or terms and conditions of purchase.

1.4 The documents referred to in these Terms and Conditions of Care, in particular the service description and/or a Service Level Agreement and/or the investment overview and/or the offer of GFOS, are integral parts of the care contract concluded between the parties. Unless

expressly stated otherwise, references to documents refer to the version of the documents in force from time to time.

1.5 Individual agreements made between GFOS and the customer in individual cases (including ancillary agreements, additions and amendments) shall in any case take precedence over these GTC maintenance. The content of such agreements shall be governed by a written contract or the written confirmation of GFOS.

1.6 References to the applicability of statutory provisions are only of clarifying significance. Even without such clarification, the statutory provisions therefore apply, insofar as they are not directly amended or expressly excluded in these terms and conditions.

1.7 The provisions of this T&Cs apply accordingly to the provision of application documentation as well as the provision of patches, updates, upgrades as well as new releases and versions of the software to the customer as part of the maintenance services.

1.8 Unless expressly agreed otherwise in the contract, GFOS shall provide the care services for the customer as a support service on the basis of a service contract within the meaning of §§ 611 et seq. of the German Civil Code (BGB), without owing a concrete performance result.

§ 2 Conclusion of Contract, Terms of Service and Scope of Services

2.1 All offers from GFOS are subject to change and non-binding, unless they have been marked as binding.

2.2 If the customer places an order on the basis of the non-binding offers, a maintenance contract – even in ongoing business transactions – is only concluded by the written order confirmation by GFOS (sufficient also by e-mail). In all other cases, the conclusion of the care

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contract takes place at the latest when the care services are performed. If an order confirmation is made by GFOS, this is the only decisive factor for the content of the maintenance contract, in particular for the delivery time or other performance periods.

2.3 Dates and deadlines are non-binding, unless they have been expressly agreed in writing as binding. GFOS shall only be in default with an obligation to perform if the customer has previously warned GFOS in writing and has unsuccessfully set a reasonable deadline for the provision of services. In the case of physical shipment, the time at which GFOS or the supplier of GFOS hands over the new software versions or materials to the carrier is decisive for compliance with delivery dates and the transfer of risk, otherwise the time when, for example, a new software version is available and this is communicated to the customer. In the absence of any other written agreement, the customer's interest in delivery shall only cease to exist in the event of a delay in delivery or performance if GFOS does not deliver essential parts or delays them. GFOS shall not be in default as long as the Customer is in default with the performance of obligations towards GFOS, including those arising from other contracts.

2.4 The subject of the care contract is the care services specified in the offer or the service description or a separately concluded service level agreement, not a specific (economic) success. Unless otherwise stipulated in the offer, in a separate service description or in a service level agreement, the stipulations made below under § 3 (General Regulations), § 4 (Error Correction), § 5 (Provision of New Software Versions) and § 6 (GFOS Customer-Center) shall apply. The granting of rights of use to the application software is not included in the scope of the maintenance contract; the necessary rights of use must be purchased separately from GFOS by the customer. GFOS provides the care services in accordance with the generally accepted rules of technology for the provision of services and in compliance with the agreed requirements.

2.5 Unless otherwise specified in the offer or in a separate service description or in a service level agreement, GFOS is not obliged to continuously adapt the software to changing legal conditions (i.e. mandatory laws, legal regulations, regulatory requirements) or due to changing requirements in the sphere of the customer.

2.6 A warranty is only deemed to have been assumed by GFOS if GFOS has described a characteristic and/or a performance success as "legally guaranteed" in writing.

2.7 GFOS will examine any requests for changes by the customer with regard to the contractually agreed care services and will take them into account at its own discretion, insofar as this is possible within the scope of capacities and within the framework of effort and time planning. If such changes affect the terms of the contract, the parties agree to adjust the care contract, in particular with regard to remuneration and service time/deadlines. If no agreement is reached on this, GFOS is not obliged to provide the customer's request for change with regard to the agreed care services.

2.8 Insofar as care services are provided on site at the customer's premises, the customer is not authorized to issue instructions to the consultants appointed by GFOS. The consultants are not integrated into the client'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 agreement (text form is sufficient) with the customer, the terms and conditions shall apply accordingly to the IT services provided in this respect.

2.11 The patches/updates/upgrades/releases that may be made available by GFOS as part of the maintenance services shall be made available to the customer in the form of the object code at the reasonable discretion of GFOS (i) as a download in electronic form via the Internet or (ii) on a commercially available data carrier as soon as GFOS has released them. The proper and proper installation of the patches/updates/upgrades/releases is the responsibility of the customer. For installation, the installation instructions described in the product description and/or application documentation, esp. the hardware and software environment that must be available at the customer's premises.

2.12 Unless expressly agreed in the service description or in the respective maintenance contract, GFOS does not owe any further services, in particular no installation, furnishing, consulting, adaptation and/or training services. Further information on the care services, e.g. in brochures, on websites or in the context of oral presentations, is not part of the agreed care services, unless this information is also expressly mentioned in the service description.

§ 3 General Regulations

3.1 The maintenance services are only provided for the current version and the previous version of the respective software. With the release of the next software, support for the penultimate version of the software will be discontinued. Apart from the current and the respective previous version, the customer has no claim to GFOS maintaining an older version with him. If the customer wishes to do so, he must conclude a separate agreement with GFOS in this regard.

3.2 Close cooperation between the customer and GFOS is necessary for the provision of services. Both sides will therefore inform themselves about all circumstances from their sphere that may have an impact on the provision of services by GFOS. The Client shall designate a contact person in writing to GFOS as the central contact person in all matters as well as at least one key user for the term of the maintenance contract. If the customer decides to change this contact person and/or the key

users, he will inform GFOS in writing in good time and about the time. The contact person is available for the exchange of information and is considered authorized to make or receive legally binding declarations for the customer and to make decisions that are binding on the customer. Necessary decisions by the customer must be brought about immediately by the contact person and, if possible, documented jointly in writing by the parties immediately afterwards.

3.3 The Customer shall ensure that all support requests are made exclusively via the GFOS CustomerCenter or via a GFOS ticket system by the Key Users designated by the Customer in accordance with § 3.2. GFOS does not owe any end-user support beyond this (e.g. questions about the operation of the software).

3.4 Unless expressly agreed otherwise, the customer may only use the care services in the Federal Republic of Germany and/or (a) expressly agreed third country(s). Under no circumstances may the care services be used in or from countries where the use of the care services is prohibited under the applicable import, export control or sanctions laws. Also, the care services may not be used by companies or persons with whom no business may be done due to the applicable import, export control or sanctions law, e.g. because they are listed on an applicable sanctions list.

§ 4 Error correction

4.1 GFOS will eliminate reported errors in the software within a reasonable period of time. A defect in the software exists if the software does not provide the functionalities specified in the product description of the software when used in accordance with the contract. There is (in particular) no error if
- the existence of an error has only a negligible effect on the use of the Software;
- an error was caused by improper handling of the software (e.g. non-observance of user documentation);
- the cause of an error is not in the software, but is caused by other causes that are not within the sphere of GFOS (e.g. system crash of third-party software, network or server failure).

4.2 The manner in which errors are rectified is at the reasonable discretion of GFOS. If GFOS offers the Customer new software versions, in particular patches, bug fixes, updates, upgrades, new releases, etc., in order to avoid or eliminate errors, the Customer must adopt these and install them on its hardware in accordance with the installation instructions of GFOS. The elimination of an error can also take the form of instructions for action to the customer. The customer must follow such instructions.

4.3 GFOS will carry out the troubleshooting remotely (remote desktop control) at the customer's request. Fault rectification on site is not owed within the framework of the lump-sum remuneration pursuant to § 9.1; however, the customer may demand that the defect be rectified on site for a separate fee.

4.4 If there is no defect in the software reported by the Customer, GFOS shall be entitled to invoice the expenses caused separately if the Customer has at least grossly negligently misjudged the absence of an error.

4.5 The prerequisite for GFOS' performance obligation pursuant to this § 4 within the framework of the lump-sum remuneration pursuant to § 9.1 is that the customer operates the software to be maintained in the software and hardware environment specified in the product description and/or application documentation of the software.

§ 5 Provision of new software versions

5.1 GFOS shall provide Customer with all patches/updates/upgrades/releases/versions of the Software released by GFOS (collectively "**Software versions**"). The classification of the respective software version under the terms "update", "upgrade", "release" and "version" is at the reasonable discretion of GFOS.

5.2 The delivery of new software versions shall be made in the form of the object code at the reasonable discretion of GFOS (i) as a download in electronic form via the Internet or (ii) on a commercially available machine-readable data carrier. In the first case, GFOS will

provide the customer with the information required for the download. A transfer of the source code is not owed.

5.3 The customer is responsible for the proper and proper installation of new software versions. For the installation of the software versions, the installation instructions described in the product description and/or application documentation of the software (including compatibility list), esp. the hardware and software environment that must be available at the customer's premises.

5.4 Insofar as the relevant application documentation of the software may need to be updated due to the provision of new software versions, this can be done either in paper or electronic form at the discretion of GFOS.

§ 6 GFOS CustomerCenter

6.1 GFOS enables the use of the GFOS CustomerCenter (by telephone, e-mail or via ticket system) for brief advice and reports in the event of errors, application problems, malfunctions or other difficulties in connection with the processes of the software in accordance with the following provisions (hereinafter summarized "**Support Requests**".

6.2 Unless otherwise agreed, the GFOS CustomerCenter is only available during service hours (Mon-Fri. 8.00 a.m. - 6.00 p.m., except on public holidays at the GFOS headquarters and on 24.12. and 31.12.**Service time**". For support requests processed outside of service hours, the following surcharges will be charged:
Mon – Thu from 5 p.m.: 50 % surcharge
Fri from 2:30 p.m.: 50 % surcharge
Saturday: 50 % surcharge
Sundays and public holidays: 100 % surcharge

6.3 The GFOS CustomerCenter may be used by the Key Users designated in accordance with § 3.2 during the service period of GFOS if the Customer's first-level support is not able to remedy the identified defects, application problems, malfunctions or other difficulties.

6.4 Insofar as no deviating provisions on response and/or recovery times have been

agreed in the offer, in a separate service description or in a service level agreement, the following regulations shall apply in addition:

a) Response time is the period of time within which the care service is started (e.g. with the rectification of a malfunction). The period starts with the receipt of the corresponding support request by GFOS or the occurrence of an agreed event within the service hours and runs exclusively during the agreed service time. If a support request is received or an agreed event occurs outside the agreed service time, the response time begins at the beginning of the next service time. GFOS will, upon receipt of a qualified support request, About the GFOS CustomerCenter, in the event of a malfunction that prevents operations, start processing a support request within a response time of six (6) hours at the latest. A malfunction that prevents operation exists if the malfunction prevents the use of the software and it is not possible to work in real operation.

b) Resolution time is the period within which GFOS endeavours to finally process a fault or other work order, if necessary also by means of reasonable circumvention solutions, within the scope of GFOS' technical and operational possibilities. Solution times run exclusively during the agreed service time. In the case of solution times, such times are not taken into account that lead to delays in the provision of services despite reasonable efforts by GFOS, such as: outstanding cooperation actions by the customer, delivery times for necessary third-party software or hardware (unless storage has been expressly agreed) and, if manufacturer bug fixes for hardware/software are necessary, the times until the corresponding provision by the manufacturer. In these above-

mentioned cases, GFOS will also do its best to identify such interim measures that keep any adverse effects on the customer as low as possible.

§ 7 Subcontractors

7.1 GFOS remains entitled to have parts of the care services provided in whole or in part by suitable subcontractors.

7.2 In the provision of care services, GFOS reserves the right to rely on human resources as well as technical, professional and/or administrative support services provided by GFOS within the meaning of Sections 15 et seq. of the German Stock Corporation Act (AktG) Affiliated companies ("**GFOS Company**") and accordingly pass on order-related confidential information of the customer. All GFOS companies are of course obliged to secrecy. Notwithstanding the foregoing, the responsibility for the provision of the care services remains fully with GFOS. Any claims for performance and liability can therefore only be asserted against GFOS, but not against other GFOS companies.

§ 8 Participation Services, User Support by Customers

8.1 The customer supports the activities of GFOS necessary for the provision of services. This includes, in particular, the timely and complete provision and procurement of all necessary information for the proper provision of services. The Client shall ensure that all cooperation services required for the provision of the care services are provided in a timely manner, in full and free of charge for GFOS.

8.2 The Client shall ensure that employees of the Client who support GFOS in the provision of services, as well as service providers of the Client on whose cooperation GFOS is dependent, are available at the agreed times and perform all necessary acts of cooperation. The Client is responsible for ensuring that its employees, in particular the key users, have the necessary knowledge, skills and experience to perform the tasks assigned to them.

8.3 The customer is obliged to provide GFOS with appropriate support in the provision of services and, in particular, to create all prerequisites in the area of its operating sphere that are necessary for GFOS to properly provide the care services. Unless otherwise agreed, the Client shall, in particular:

    a) ensure that support requests and error messages are only made by the key users;

    b) ensure that errors are reported immediately upon discovery via the GFOS CustomerCenter;

    c) in the event of error messages, monitor the problems that have occurred, the software and the IT infrastructure and GFOS report an error by providing information relevant for the elimination of errors, such as the number of affected users, description of the system and hardware environment and, if applicable, simultaneously loaded third-party software, and documents in writing/in text form;

    c) assist GFOS (to the best of its ability) in finding the cause of the error and (if necessary) encourage its employees to cooperate with GFOS employees;

    d) provide remote access to the staff appointed to perform GFOS care services (during the Client's normal office hours) to the computers on which the software to be maintained is stored and/or loaded;

    e) install the software and/or new software versions (patches, bug fixes, etc.) (without delay) after further instructions from GFOS and comply with the suggestions and instructions for troubleshooting transmitted by GFOS;

    f) keep all data used or obtained in connection with the maintained software available in machine-readable form as a backup copy, which enables the reconstruction of lost data with reasonable effort;

    g) bring to the attention of GFOS all processes and circumstances that may be important for the performance of the care services; this also applies to the documents, information, processes and circumstances that only become known during the activity of GFOS.

Further cooperation and provision obligations of the customer are regulated in the offer, the service description or a service level agreement for the care services, if applicable.

8.4 The customer will set up a user support team for the software to be maintained within his company, which collects the support requests of the users, carries out an initial problem analysis and handles the requests independently as far as possible. User support is to be staffed with employees who have in-depth knowledge of the software (administrator skills). The Customer shall only forward inquiries regarding the Software to GFOS via its key users designated in accordance with § 3.2 that it cannot handle itself through its user support. User Support is obliged to cooperate with GFOS and provides GFOS with comprehensive support, in particular by coordinating multiple similar support requests, clarifying user problems that are solely due to operating errors, documenting errors including the circumstances under which they occurred, and – as far as possible – by storing and transmitting data or software copies that enable or facilitate the analysis of an error.

8.5 The customer maintains its internal systems and technical environments/equipment itself. These must comply with the minimum specifications published by GFOS and to be communicated by GFOS upon request in order to enable GFOS to provide services.

8.6 The Client shall supervise the provision of the Care Services by GFOS in accordance with its obligations under the Care Contract.

8.7 The Client shall retain its own records in accordance with applicable law and, in particular, shall manage all original receipts of the information supplied to GFOS itself.

8.8 Unless otherwise agreed, the customer is responsible for communication links, including the Internet, if the care services require the use of communication links to establish the connection with GFOS. The customer bears

the installation, use, service and repair costs for the communication links. GFOS is not responsible for the availability or reliability of the communication links used by Customer to access the Care Services.

8.9   GFOS does not provide legal, accounting or tax advice to the Client and the Client relies solely on its own advisors in respect of such advice.

8.10   If this is necessary in the context of the provision of services, the Client grants 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 the Client's systems and applications in accordance with the contract and intended purpose, limited in time to the term of the maintenance contract. It is the customer's responsibility to ensure the proper operation of the necessary software and IT systems. Insofar as the Client provides GFOS with content, materials, data and information for the provision of services, it shall ensure that these are free of third-party rights that could conflict with the provision of services by GFOS.

8.11   The Customer shall take reasonable precautions in the event that the new software versions are affected by malfunctions (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.

8.12   The cooperation services to be provided by the customer represent a real contractual obligation towards GFOS and not just an obligation. As long as the customer's cooperation services are not provided in accordance with the contract, GFOS shall be released from its obligation to perform in whole or in part to the extent that GFOS is dependent on the respective cooperation or provision. The corresponding performance deadlines are postponed by a reasonable period of time. GFOS is not responsible for service disruptions caused by the non-contractual provision of cooperation services by the customer. Additional expenses incurred by GFOS as a result

of the non-contractual provision of the cooperation services may be invoiced by GFOS separately according to expenditure. Any further claims of GFOS remain unaffected.

§ 9 Remuneration for care services

9.1   The lump-sum remuneration for the care services listed under §§ 4, 5 and 6 results from the respective GFOS offer or from the investment overview for the respective care services.

9.2   Services that are not compensated for by the lump-sum remuneration in accordance with § 9.1 will be invoiced by GFOS according to expenditure on the basis of the hourly or personal daily rates specified in the offer. Material expenses, travel expenses, expenses and other expenses (hereinafter "**Outlay**") are to be reimbursed separately. GFOS may demand appropriate advances and advance payments on the remuneration for services and the reimbursement of expenses and may make the delivery of work results dependent on the full satisfaction of all claims existing against the Client.

9.3   All prices of GFOS are generally in EURO plus VAT to be borne by the customer in the amount prescribed by law. The VAT will be shown separately in the invoice. The prices and price surcharges will be determined according to the GFOS investment overview generally valid at the time of conclusion of the contract, unless otherwise agreed in writing.

9.4   The lump-sum remuneration pursuant to § 9.1 is payable in advance for one contract year in each case. GFOS invoices are payable without any deduction (e.g. cash discount) within fourteen (14) calendar days of the invoice date, unless otherwise agreed in writing. The date of payment is the date of receipt of money by GFOS or crediting to the account of GFOS.

9.5   The remuneration for services to be billed separately will be billed monthly in arrears according to expenditure. With regard to the due date and the payment period, the above § 9.3 shall apply mutatis mutandis.

9.6 In the event of changes in market conditions, significant changes in procurement costs, changes in VAT or price increases by subcontractors, GFOS is entitled to adjust the lump-sum remuneration and the hourly or person daily rates. However, such a price adjustment is permissible at the earliest twelve (12) months after the conclusion of the contract and only once a year. GFOS will notify the Customer of the change in writing no later than six (6) weeks before it takes effect. In the event that the customer does not accept the price increase, both GFOS and the customer are entitled to terminate the maintenance contract with a notice period of one month to the end of the calendar month, provided that the price increase amounts to more than ten percent (10%) of the previous price. In the event of termination, the prices that have not been increased until the termination takes effect shall apply.

9.7 If the customer concludes a contract with a fixed term of at least 36 months, he is entitled to receive a discounted price compared to the regular list price. The price advantage granted only applies as long as the contract actually reaches the full term of 36 months.

9.8 If the Customer terminates a contract with a fixed term of 36 months before the expiry of 24 months, GFOS shall be entitled to recalculate the price for the actual term of the contract in accordance with the applicable list price and to invoice the Customer. The recalculation will be made exclusively in the amount of the difference between the originally granted discounted price and the regular list price. This provision does not constitute a contractual penalty, but merely compensates for the price advantage originally granted. A price adjustment will not take place if the customer cancels for good cause for which GFOS is responsible.

9.9 The customer can only offset claims that have been legally established or undisputed. He is only entitled to assert rights of retention against GFOS if the counterclaim asserted is undisputed or legally established. A right of retention can only be exercised by the customer to the extent that his counterclaim is based on the same contractual relationship.

The assignment of claims against GFOS is excluded. However, the above does not apply within the scope of application of Section 354a of the German Commercial Code.

§ 10 Rights of Use, Third-Party Software, Open Source Software

10.1 All contractually agreed care services and work results of GFOS may only be used by the customer for the purposes specified in the care contract and for internal business purposes of the customer only.

10.2 GFOS grants the customer rights of use to the new software versions (e.g. versions, patches, bug fixes) and documentation delivered in fulfillment of the maintenance contract in accordance with the transfer agreement on which the transfer of the software is based. The rights of use granted to the customer hereunder remain unaffected by a termination of the maintenance contract.

10.3 GFOS remains the owner of all work products that are or can be protected by industrial property rights or items similar to property rights of any kind (e.g. patent rights, trademark rights, utility and design rights, copyrights) and whether registered or not, and which are due to GFOS at the time of conclusion of the maintenance contract or are created by GFOS (or by third parties on its behalf) after the conclusion of the maintenance contract (hereinafter "**Materials**"). The same applies to edits, changes and further developments. GFOS grants the Customer a non-exclusive right of use to the Materials and the processing, modifications and further developments of the Materials to the extent necessary for the use of the Application Software by the Customer and for its own internal business purposes.

10.4 10.4 Insofar as the new software versions or materials are standard software of a third party (hereinafter "**Third-party software**", the use of this third-party software shall be subject to the corresponding license terms of the respective software manufacturer. The customer undertakes to comply with the respective license conditions in full and at all times.

GFOS' offer is either accompanied by the license terms applicable to the respective third-party software or GFOS refers to the software manufacturer's website in the offer, where the customer can view and download the license terms. For the use of third-party software, it may also be necessary for the customer to declare his consent to the validity of the license 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 is authorized by the Customer to issue such a declaration of consent on behalf of the Customer and thereby obliges the Customer to comply with the license conditions vis-à-vis the software manufacturer.

10.5 The new software versions or materials may contain components of open source software, which will then be subject to separate license terms of the respective rights holders. The respective license terms of the rights holders are made available to the customer upon request and take precedence over the rights of use of this GTC maintenance; this also applies to warranty and liability exclusions of the Open Source Software license terms. Open Source Software and the separately applicable license terms will be listed and/or otherwise made available to Customer in the readme.txt, notices.txt and/or licenses.txt attached to the new software versions or materials, if necessary. The source code of the Open Source Software may be available under the link provided there or on request. Insofar as the license terms of an open source software require a right to edit for the customer's own purposes and thus to reverse engineer for the purpose of troubleshooting software accessing this open source software, GFOS hereby grants this to the customer; contradictory provisions in the respective care contract do not apply in this respect.

10.6 Unless expressly agreed otherwise, the customer may only use the care services in the Federal Republic of Germany and/or (a) expressly agreed third country(s). Under no circumstances may the care services be used in or from countries where the use of the care services is prohibited under the applicable import, export control or sanctions laws. Also, the care services may not be used by companies or persons with whom no business may be done due to the applicable import, export control or sanctions law, e.g. because they are listed on an applicable sanctions list.

§ 11 Material and Defects of Title, Statute of Limitations

11.1 GFOS guarantees that the maintenance services are not affected by material defects and that the use of the new software versions and materials by the customer to the contractual extent does not conflict with any rights of third parties. However, the guarantee that the new software versions and materials are free of third-party rights applies only to the country of destination agreed between the parties in which the software versions or materials are to be used. In the absence of an express agreement, the warranty applies to the country in which the customer has its registered office.

11.2 The Client shall immediately report any defects in the Care Services to GFOS, stating the information known to the Client and relevant for their identification. The customer must take such measures within the scope of what is reasonable to make it easier to determine the defects and their causes. In particular, the notification must contain the following information:
-the symptoms that have occurred,
-the care service concerned,
-the number of affected users.

11.3 The customer must take the measures within the scope of what is reasonable to make it easier to determine the defects and the causes. GFOS will determine the cause of a defect at its own expense. GFOS will report regularly to customers on the status and success of these efforts. If the determination of the cause leads to the conclusion that a malfunction of the care services is not due to a defect for which GFOS is responsible, GFOS only has to remedy the malfunction if the customer agrees to assume the associated costs.

11.4 In the event of material defects in the error correction and/or the new software versions/materials, GFOS initially provides warranty by means of subsequent performance. To this end, GFOS will, at its discretion, provide the customer with a new, defect-free software version or remedy the defect in some other way. The Customer shall take over the new software version provided and install it on its hardware in accordance with the installation instructions of GFOS, provided that the contractual scope of functions of the software is retained. The remedy of a defect can also be carried out in the form of instructions for action to the customer. The customer must follow such instructions.

11.5 In the event of defects in title of the new software versions/materials, GFOS shall first provide warranty by means of subsequent performance. To this end, GFOS shall, at its own discretion and at its own expense, (i) provide the Customer with the opportunity to use the new software versions/materials or (ii) replace or modify the software versions/materials in such a way that the third party's intellectual property right is no longer infringed, but the software versions/materials continue to comply with the contractual agreements. The latter can be done in particular by providing a new version of the software, which the customer must take over, provided that the contractual scope of functions of the software is retained.

11.6 If GFOS does not provide the services of the GFOS CustomerCenter in accordance with the contract, GFOS is entitled to repeat the services in question free of charge, insofar as it can be made up for at a later date and is reasonable for the customer.

11.7 If the subsequent performance fails, the customer is entitled to set a reasonable grace period to remedy the defect. If the remedy of the defect also fails within the grace period, the customer can reduce the care fee appropriately. There is no need to set a grace period for the remedy of defects if this is impossible, if it is refused or unreasonably delayed by GFOS, if there are reasonable doubts as to the prospects of success or if there is an unreasonableness for the customer for other

reasons. GFOS will pay damages or reimbursement of futile expenses due to a defect within the limits set out in § 12.

11.8 If GFOS provides services for the identification or elimination of defects without being obliged to do so, GFOS may demand remuneration according to expenditure if the customer has at least grossly negligently misjudged the absence of a defect in the care services.

11.9 If a third party asserts justified claims against the Customer due to the infringement of copyrights, patents or other industrial property rights by GFOS or by the new software versions/materials supplied by GFOS and used by the Customer in accordance with the contract, and the use of the new software versions/materials is prohibited to the Customer in whole or in part, GFOS shall be liable to the Customer within the period specified in § 11.9 as follows, if and to the extent that GFOS is at fault in this regard:

a) GFOS shall indemnify the Customer against legally established claims by third parties due to the infringement of intellectual property rights due to the contractual use of the new software versions/materials as well as from the costs of legal defense caused by this within the limits of the limitation of liability agreed in § 10.

b) The customer will provide reasonable support to GFOS in all mitigation measures. The above obligations of GFOS pursuant to § 11.9.a shall only apply to the extent that the Customer notifies GFOS immediately in writing of the assertion or threat of such claims, all out-of-court and judicial defensive measures and settlement negotiations are reserved for GFOS or are only conducted in written agreement with GFOS, the Customer makes available without delay any information requested by GFOS for the assessment of the situation or defense of the claims, and adequate support. The Customer undertakes to give GFOS and, if applicable, affected upstream suppliers of

GFOS (e.g. software manufacturer from whom GFOS has obtained third-party software) the opportunity to participate in any legal dispute. The Customer shall support GFOS and, if applicable, the upstream suppliers of GFOS in all respects in the conduct of such a legal dispute. The customer must refrain from actions that could impair the legal position of GFOS or the upstream suppliers of GFOS, in particular to make acknowledgments and settlements only with the consent of GFOS. If the customer discontinues the use of the hardware for damage mitigation or other important reasons, he is obliged to inform the third party that the cessation of use does not imply any acknowledgment of an infringement of intellectual property rights

11.10 Claims for defective care services shall become statute-barred within one (1) year from the statutory commencement of the statute of limitations. The above limitation period does not apply in the event of disruptions to performance due to intent or gross negligence on the part of GFOS as well as in the event of injury to life, limb or health, in the event of claims under the Product Liability Act and in the event of a breach of a quality guarantee.

11.12 If, after termination of the maintenance contract, the customer demands the remedy of a defect in the software by invoking a defect in quality and/or title, the customer bears the burden of presentation and proof that this defect is based on a care service provided by GFOS. The presentation and proof shall be deemed to have been provided if he demonstrates and proves that this defect did not occur under comparable circumstances before the provision of a specific care service to be precisely specified by the customer, but only became apparent afterwards, without causes other than the specified care service being apparent. In particular, the customer must demonstrate and prove that no changes have been made to the software and its working environment after the termination of the

maintenance contract on which the defect may be based.

11.13 The Customer can only derive rights from other breaches of duty by GFOS if he has complained to GFOS in writing and granted it a grace period to remedy the situation. This does not apply if a remedy is not possible due to the nature of the breach of duty. For damages or reimbursement of futile expenses, the limits laid down in § 13 apply.

§ 12 Liability

12.1 GFOS is liable without limitation for damages caused intentionally or through gross negligence, for damages resulting from injury to life, limb and health, as well as for damages that justify an obligation to pay compensation pursuant to § 1 ProdHaftG.

12.2 In the event of simple negligence, GFOS shall only be liable to the extent that it is a breach of essential contractual obligations, the fulfilment of which is essential for the proper performance of the maintenance contract in the first place and on the fulfilment of which the customer was entitled to rely. In all other respects, liability for damage caused by slight negligence is excluded. § 13.1 shall remain unaffected.

12.3 In the event of a simple negligent breach of material contractual obligations by GFOS, the obligation to pay compensation is limited to the foreseeable damage typical for the contract. The foreseeable damage typical for the contract is the damage that GFOS foresaw at the time of conclusion of the contract as a possible consequence of a breach of contract or that GFOS should have foreseen if it had exercised customary care. In addition, indirect and consequential damages that are the result of a non-contractual provision of services are only compensable to the extent that such damage is typically to be expected when the care services are used as intended. § 13.1 shall remain unaffected.

12.4 The liability of GFOS in the cases of § 13.3 is limited to two hundred and fifty thousand euros (€ 250,000.00) per claim. If, in the Client's opinion, the foreseeable

contractual risk exceeds this maximum liability amount by more than negligible, GFOS is prepared to agree on an appropriately higher amount of liability in return for appropriate remuneration for the assumption of risk, provided that insurance cover can be agreed for this.

12.5 In the event of data loss or destruction, GFOS shall only be liable if GFOS has caused the destruction intentionally, through gross negligence or due to a breach of a material contractual obligation. In the above case, GFOS' liability for the simple negligent breach of a material contractual obligation is limited to the amount of the damage that would have occurred even if the customer had properly backed up the data.

12.6 Even if the customer is entitled to provide access to the respective software or corresponding maintenance services to other group companies, the customer remains the sole contractual partner of GFOS and claims against GFOS can be asserted solely by the customer. The Customer shall indemnify GFOS against all claims if its other group companies assert claims directly against GFOS in connection with the Software or the Maintenance Services.

12.7 The above provisions on the limitation of liability also apply to the personal liability of the employees, representatives and bodies of GFOS.

12.8 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, § 199.1 of the Civil Code applies. This does not apply to claims for damages and claims for reimbursement of futile expenses due to injury to life, limb or health, to claims under the Product Liability Act and to the violation of a quality guarantee. This also does 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.

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

§ 13 **Term and Termination**

13.1 Unless the parties have agreed otherwise, the care contract has a minimum term of three (3) years ("**Minimum**"), which begins with the conclusion of the care contract. Thereafter, the care contract is extended by twelve (12) months at the end of the minimum contract period, unless it is terminated in writing with a notice period of three (3) months to the end of the minimum contract period, and thereafter at the end of the respective extension.

13.2 Each party is entitled to terminate the care contract at any time for good cause. Good cause exists if there are facts on the basis of which, taking into account all the circumstances of the individual case and weighing the interests of the other party, the terminating party can no longer be expected to continue the care contract ("**important reason**"). If the good cause is the violation of a contractual obligation, termination is only permissible after the unsuccessful expiry of a period set for remedial action or after an unsuccessful warning, unless a deadline is dispensable pursuant to Section 323 (2) of the German Civil Code.

13.3 In particular, GFOS is entitled to terminate for good cause (i) if the Customer is in default with the payment of at least two (2) monthly invoices or (ii) if the applicable import, export control or sanctions law does not allow the provision of the Care Services by GFOS.

13.4 In the event of termination for good cause, GFOS is entitled to remuneration for the care services provided on the basis of the care contract until the termination takes effect. However, the remuneration does not apply to those care services for which the customer demonstrates that they are of no interest to him due to the termination.

13.5 After termination of the care contract, regardless of the reason

a) any Confidential Information provided by either party to the other party under this Care Agreement or in connection with the terminated Care Services shall be returned at the request of the relevant party; this does not apply to correspondence between the parties or to other documents to be retained by the respective party in accordance with the statutory provisions;

b) all unpaid remuneration and expenses are due for payment immediately.

§ 14 Confidentiality, Data Protection, References

14.1 The Client undertakes to maintain the secrecy of such facts, documents and knowledge which come to its knowledge in the course of conducting its business relations with GFOS and which contain technical, financial, business or market-related information about the company GFOS, insofar as GFOS declares the respective information to be in need of secrecy or has a manifest interest in its secrecy (hereinafter collectively referred to as "**confidential information**"). The Customer will use the Confidential Information exclusively for the purpose of implementing and executing the contractual relationship with GFOS in accordance with the contract.

14.2 The disclosure of confidential information by the customer to third parties requires the express and prior written consent of GFOS.

14.3 The duty of confidentiality pursuant to § 10.1 above does not apply if the respective confidential information can be demonstrated:

a) is or becomes generally known without the customer's involvement, or

b) was already known to the customer or is made known by a third party authorized to pass it on, or

c) is developed by the customer without the involvement of GFOS and without the use of other information or knowledge obtained through the contractual contact, or

d) must be disclosed due to mandatory legal regulations or court or official orders.

14.4 The customer is responsible for compliance with all relevant statutory data protection regulations, in particular for the lawfulness of the data transfer and data processing of personal data of its employees and other data subjects in connection with the provision of services by GFOS. GFOS will only process the customer's personal data within the scope of the contractually owed service provision and in accordance with the data protection regulations.

14.5 The parties process personal data in compliance with the applicable provisions on data protection, in particular Regulation (EU) 2016/679 (General Data Protection Regulation).

14.6 With regard to the customer's personal data, GFOS will comply with the relevant statutory data protection regulations. Personal data of the customer will be collected, stored, processed and used by GFOS if, to the extent and for as long as this is necessary for the establishment, implementation or termination of the maintenance contract with the customer. Further collection, storage, processing and use of the customer's personal data will only take place if this is required or permitted by law or if the customer has consented. The Client is aware that in order to carry out pre-contractual measures and fulfil the contract with the Client, it is necessary to collect, process and use the contact details of the Client's contact persons (name, e-mail addresses, etc.) on the basis of Art. 6 (1) (b) GDPR. In particular, GFOS is entitled to transmit the data to third parties if and to the extent that this is necessary for the implementation of pre-contractual measures and the fulfilment of the contract (e.g. for delivery, invoicing or customer service) in accordance with Art. 6 (1) (b) GDPR or fulfilment of a legal obligation within the meaning of Art. 6 (1) (c) GDPR. GFOS will also forward this data to third parties (e.g. debt collection agencies) for the purpose of enforcing claims in accordance with Art. 6 (1) (b) and/or (f) GDPR.

14.7 GFOS' data protection information is available at
https://www.gfos.com/de/datenschutz.

14.8 Insofar as GFOS processes personal data on behalf of the customer in the context of the performance of the maintenance contract, GFOS will only process the personal data within the scope of the contractually owed service provision or other written instructions of the customer and in accordance with the data protection regulations. The details of the order processing will be determined by the parties in a separate "Agreement on the Processing of Personal Data on Order". In its area of application, this takes precedence over the provisions of this general terms and conditions.

14.9 GFOS is entitled to refer to the contractual relationship with the customer in an appropriate form in brochures and publications (e.g. reference lists), this includes the use of the customer's company logo. If the customer does not agree to this, he will inform GFOS accordingly in writing or in text form.

§ 15 Reservation of self-supply, force majeure and other obstructions

15.1 If, for reasons for which GFOS is not responsible, GFOS does not receive the services required by the subcontractors from GFOS for the provision of the service owed by GFOS, or does not receive them correctly or in a timely manner, despite proper and sufficient coverage prior to the conclusion of the contract with the customer, or if force majeure events occur, GFOS shall inform the customers in writing or in text form in good time. In this case, GFOS is entitled to postpone the care services for the duration of the disability or to terminate the care contract in whole or in part because of the part that has not yet been fulfilled, insofar as GFOS has complied with the above obligation to provide information. A case "**Force majeure**" is any unforeseen, extraordinary event beyond the control of GFOS by 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 reasonable care on the part of GFOS. Force majeure in this sense is defined in particular as force majeure. unforeseen political events or unrest, including war, terrorist attacks, fire damage, strikes and lawful lockouts, as well as business closures through no fault of their own, unavoidable hacker and/or cyber attacks by third parties, such as DDOS attacks or ransomware attacks, natural disasters, such as floods, government orders, epidemics and pandemics, such as the Covid19 virus.

15.2 The customer is only entitled to terminate the maintenance contract after the fruitless expiry of a reasonable grace period due to the part that has not yet been fulfilled if it is objectively unreasonable for him to continue adhering to the purchase contract and the event according to § 10.1 has already lasted longer than 3 months. Further claims by the customer, in particular those for damages, are excluded in this case. The customer is obliged to remunerate services rendered up to that point in accordance with what has been agreed in this respect.

§ 16 Final Provisions

16.1 The place of performance for all contractual obligations is the registered office of GFOS.

16.2 GFOS is entitled to transfer the rights and obligations arising from the SaaS contract to companies of the GFOS Group at any time

16.3 All agreements, ancillary agreements, assurances, amendments and additions to the care contract (including these general terms and conditions) as well as other declarations in connection with the care contract that trigger a legal consequence (e.g. setting of deadlines, withdrawal) must be in writing in order to be effective. This also applies to changes or additions to or the waiver of this written form clause. If written form is required, it is also ensured by transmissions by fax, digital / electronic signatures and signatures (e.g. DocuSign). However, the telecommunicative transmission

of the relevant declarations by e-mail is not sufficient for this purpose.

16.4   The place of jurisdiction for all legal disputes of the parties arising out of or in connection with the care contract is, to the extent permitted by law, Essen, Germany; However, GFOS is also entitled to sue the customer at its general place of jurisdiction. The above jurisdiction agreement does not apply to the extent that a different, exclusive place of jurisdiction results from the law.

16.5   The care contract (including this general terms and conditions) is subject to the law 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) do not apply.

16.6   Should a provision of this General Terms and Conditions or the Care Contract be or become void in whole or in part, or should a gap in the Care Contract or its supplements become apparent, this shall not affect the validity of the remaining provisions.