

## **Terms and Conditions**

### **Software-as-a-Service**

#### **1. Services**

1.1 The provider (2S Info & Media Management GmbH, Germany) provides the contractual services, in particular the access to the software, in his area of disposition (from the data center interface to the Internet). The scope of services, the nature, the intended use and the conditions of use of the contractual services are set out in the respective service description on the website describing the software.

1.2 Any services going beyond the scope of the contract, such as the development of customer-specific solutions or necessary adjustments, require a separate contract.

1.3 The provider can provide updated versions of the software.

The provider will inform the customer about updated versions and corresponding usage instructions within reason by electronic means and make them available accordingly.

#### **2. Scope of use**

2.1 The offer for the use of the software is directed exclusively at companies (B2B).

The contractual services may only be used by the customer and only to perform the tasks arising in the business operations of this company.

During the term of the contract, the Customer may access the services covered by the contract by means of telecommunications (via the Internet) and use the functionalities associated with the software in accordance with the contract using a browser or another suitable application (e.g. "App").

The customer does not receive any further rights, in particular to the software or any infrastructure services provided in the respective data center. Any further use requires the prior written consent of the Provider.

2.2 In particular, the customer may not use the software beyond the agreed scope of use or have it used by third parties or make it accessible to third parties.

In particular, the customer is not permitted to duplicate, sell or temporarily transfer, rent or lend the software or parts thereof.

2.3 The provider is entitled to take appropriate technical measures to protect against non-contractual use. The contractual use of the services may not be impaired more than insignificantly as a result.

2.4 In the event that the scope of use by a user is exceeded in violation of the contract or in the event of unauthorized transfer of use, the customer shall, upon request, immediately provide the provider with all information available to him for asserting the claims arising from the use in violation of the contract, in particular the name and address of the user.

2.5 The provider can revoke the customer's access authorization or terminate the contract if the customer significantly exceeds the use permitted to him or violates regulations for protection against unauthorized use. In connection with this, the provider can interrupt or block access to the contractual services. The provider must first set the customer a reasonable grace period for remedy. The sole revocation of the access authorization is not at the same time a cancellation of the contract. The revocation of the access authorization without termination can only be maintained by the Provider for an appropriate period of time, maximum 3 months.

2.6 The provider's claim to remuneration for use beyond the agreed use remains unaffected.

2.7 The customer has a claim to the regranting of the access authorization and the access possibility after he has

proven that he has stopped the use contrary to the contract and has prevented a future use contrary to the contract.

### **3. Availability, deficiencies in performance**

3.1 2S has the right to use the services of external third parties for the fulfillment of parts of the service.

3.2 In case of an only insignificant reduction of the suitability of the services for the contractual use, the customer has no claims for defects.

3.3 The strict liability of the Provider for defects that were already present at the time of the conclusion of the contract is excluded.

3.4 2S is not liable for damages or consequential damages caused by the unavailability of the applications or wrong calculation results.

### **4. Data protection**

4.1 Insofar as the provider can access personal data of the customer or from his area, he will act exclusively as a processor and process and use this data only for the execution of the contract. The provider will follow the customer's instructions for handling this data. The customer shall bear any adverse consequences of such instructions for the performance of the contract. The details for the processing and use of the customer's data are described in the provider's Privacy Policy.

4.2 The customer remains the responsible person both in general terms in the contractual relationship and in terms of data protection law. If the customer processes personal data in connection with the contract (including collection and use), he is responsible for the fact that he is entitled to do so in accordance with the applicable, in particular data protection regulations and, in the event of a violation, indemnifies the provider from claims by third parties.

4.3 The following applies to the relationship between the provider and the customer: The customer is responsible for the processing (including collection and use) of personal data vis-à-vis the data subject, unless the provider is responsible for any claims of the data subject due to a breach of duty attributable to the provider.

The customer shall responsibly examine, process and answer any inquiries, applications and claims of the data subject. This shall also apply in the event of a claim against the Provider by the person concerned. The provider will support the customer within the scope of his duties.

4.4 The provider guarantees that the customer's data will be stored exclusively in the territory of the Federal Republic of Germany, in a member state of the European Union or in another state party to the Agreement on the European Economic Area, unless otherwise agreed.

### **5. Duties of the customer**

5.1 The customer must protect the access authorizations assigned to him or the users as well as identification and authentication information from access by third parties and not pass them on to unauthorized persons.

5.2 The customer is obligated to indemnify the provider from all claims of third parties based on violations of rights, which are based on an illegal use of the subject matter of the service by the customer or which occur with the customer's approval. If the customer recognizes or must recognize that such a violation is imminent, the obligation to inform the provider without delay exists.

5.3 The customer has to use possibilities provided by the provider to secure his data in his original area of responsibility.

## **6. Use contrary to contract, compensation**

For each case in which an unjustified use is made of a contractual service within the customer's area of responsibility, the customer shall pay damages in the amount of the remuneration that would have been incurred for the contractual use within the framework of the minimum contractual period applicable to this service. The customer reserves the right to prove that the customer is not responsible for the unauthorized use or that no damage or significantly less damage has been incurred. The Provider remains entitled to claim further damages.

## **7. Fault management**

7.1 The Provider shall receive fault reports from the Customer, assign them to the agreed fault categories and, on the basis of this assignment, carry out the agreed measures for analyzing and rectifying faults.

7.2 During normal business hours at the registered office of the provider, the provider shall receive proper fault reports from the customer and identify each report with an identifier. At the customer's request, the provider shall confirm receipt of a fault report by notifying the customer of the assigned identifier.

7.3 Unless otherwise agreed, the provider shall assign fault reports received to one of the following categories after initial inspection:

### a) Serious fault

The disruption is based on an error in the contractual services, which makes the use of the contractual services, in particular the software, impossible or only permitted with serious restrictions. The customer cannot circumvent this problem in a reasonable manner and therefore cannot complete tasks that cannot be postponed.

### b) Other disturbance

The disruption is based on an error in the contractual services, which more than insignificantly restricts the use of the contractual services, in particular the software, by the customer without a serious disruption.

### c) Other notification

Fault reports that do not fall into categories a) and b) are assigned to other reports. Other reports shall only be handled by the provider in accordance with the agreements made for this purpose.

If, after an initial analysis, the notified malfunction does not turn out to be a fault in the contractual services, in particular in the software provided, the Provider shall inform the Customer of this immediately.

Otherwise, the Provider shall arrange for appropriate measures for further analysis and for the correction of the notified malfunction or - in the case of third-party software - shall forward the malfunction report together with its analysis results to the distributor or manufacturer of the third-party software with the request for remedy.

## **8. Duration and termination of the contract**

8.1 The provision of the contractually agreed services shall take place from the time of confirmation of the contract by the provider and provision of the access data for the customer.

8.2 The minimum contract period is three full calendar months.

8.3 The contract can be terminated with one month's notice, at the earliest at the end of the minimum term. If this does not occur, the contract shall be extended by a further three months in each case, unless it has been duly terminated with one month's notice to the end of the respective extension period.

8.4 The right of each contractual partner to terminate the contract for good cause remains unaffected.

Any declaration of termination must be made in writing to be effective.

9.5 The customer shall save his data files on his own responsibility in good time before termination of the contract (e.g. by download). Upon request, the Provider shall support the Customer in this process, charging for the time and effort involved.

After termination of the contract, the customer will regularly no longer be able to access these data stocks for reasons of data protection law.

## **9. Remuneration, payment, performance protection, deadlines**

9.1 The Provider's remuneration shall be invoiced monthly in advance in accordance with the currently valid price list by debiting a credit card of the Customer.

Remunerations are always net prices plus statutory VAT.

9.2 The provider reserves the right of ownership and rights to the services to be granted until the remuneration owed has been paid in full; justified retentions for defects will be taken into account. Furthermore, the provider reserves the right of ownership until all his claims from the business relationship with the customer have been met.

9.3 The provider is entitled to restrict or prohibit the customer from further use of the services for the duration of a default in payment. The Provider can only assert this right for a reasonable period of time, usually for a maximum of 6 months.

This does not constitute withdrawal from the contract. § 449 paragraph 2 BGB remains unaffected.

9.4 The Customer shall inform the Provider in writing in good time of any imminent insolvency.

## **10. Cooperation, obligations to cooperate, confidentiality**

10.1 The Customer is obliged to support the Provider to the extent necessary and to create all the conditions necessary for the proper execution of the order in his sphere of operation. To this end, he shall in particular provide the necessary information and, if required, enable remote access to the customer system if possible. Insofar as remote access is not possible for security or other reasons, any deadlines affected by this shall be extended accordingly; the contracting parties shall agree on an appropriate provision for any further consequences. The customer shall also ensure that expert personnel are available to support the provider.

10.2 It is not intended that services will be provided on site at the customer.

10.3 The contractual partners are obliged to maintain silence about business and company secrets and other information designated as confidential, which become known in connection with the execution of the contract. Such information may only be passed on to persons who are not involved in the conclusion, implementation or execution of the contract with the written consent of the other contracting party. Unless otherwise agreed, this obligation shall end five years after the respective information has become known, but in the case of continuing obligations, not before they have ended.

10.4 The contracting parties shall also impose these obligations on their employees and any third parties they may employ.

## **11. Liability**

11.1 The provider is liable for damages caused by an intentional or grossly negligent tort or by an intentional or grossly negligent breach of contractual or pre-contractual obligations of the provider or a legal representative or vicarious agent.

Further claims, especially those from consequential harm caused by a defect, are excluded.

11.2 The provider is in no case liable for damages caused by unavailable, incorrect or false data from external providers (e.g. Google).

11.3 2S is not liable for damages or consequential harm caused by the unavailability of the applications.

## **12. Miscellaneous**

The contracting parties are aware that electronic and unencrypted communication (e.g. via e-mail) is subject to security risks. In this type of communication they will therefore not assert any claims based on the absence of encryption, unless encryption has been agreed upon beforehand.

German law applies. The application of UN sales law is excluded.

The place of jurisdiction in relation to a merchant, a legal entity under public law or a special fund under public law is the registered office of the provider. The provider can also sue the customer at the customer's registered office.