General Terms and Conditions of SAFE+ Certification GmbH
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Please Note: This document is an informative and automatically generated translation of the GTC – cf. clause 13.3

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1.   Scope

1.1   These General Terms and Conditions (GTC) apply to all software products as well as all services provided by SAFE+ Certification GmbH (hereinafter referred to as SAFECERT, "we" or "us") under purchase, rental, service, contract for work and other agreements and to third-party products insofar as reference is made to these Terms and Conditions within the scope of licensing.

1.2   Our GTC apply exclusively. They are acknowledged by the customer upon placing the order, but at the latest upon acceptance of the first delivery/service, and shall apply for the entire duration of the business relationship. We do not have to separately object to conflicting or

supplementary terms and conditions, in particular the terms and conditions of our customers; rather, these shall only apply if and to the extent that we have agreed to them in writing .

1.3   Amendments to these GTC shall be notified to the customer in writing in the case of continuing obligations, with the amended passages being marked as such. The amended provisions shall be deemed agreed if the customer continues the continuing obligation without objecting within a reasonable period of time.

1.4   The currently valid version of these GTC is available for download on the website www.safecert.org or can be requested from the respective contact person.

1.5   These GTC do not apply to consumer transactions as defined by the relevant legal acts.

2.   Offer, conclusion of contract, offer documents

2.1   Enquiries and/or orders will only be accepted and processed by us if they are submitted in text form with details of the client and the complete invoice address. In the case of intra-Community services, the VAT ID number must be provided.

2.2   We reserve the right to check the creditworthiness, especially of new customers.

2.3   Our offers are always subject to change unless expressly stated otherwise in the order confirmation.

2.4   The customer shall check our offers and inform us immediately if the preparation of the offer is based on assumptions which are suitable to be material for the preparation and calculation of the offer but which do not apply (obligation to cooperate in checking the offer).

2.5   A contract is only concluded when SAFECERT has confirmed this and the content in text form, but at the latest on delivery. In the event that delivery of the service takes place immediately without confirmation, the invoice is simultaneously deemed to be the order confirmation.

2.6   We have property rights and copyrights to drawings, illustrations, calculations, documents with confidentiality notices and other offer documents. Our express written consent must be obtained before passing them on to third parties.

2.7   Subsequent changes to the information provided in the course of placing the order entitle us to charge a processing fee determined according to the actual expenditure. This applies in particular if it becomes necessary to amend documents that have already been prepared (such as reports, invoices, etc.).

3.   General information on remuneration, payment modalities, default, rights of set-off and retention

3.1   Our prices are in euros, unless otherwise agreed in individual cases.

3.2   Our prices are always exclusive of the applicable statutory charges, in particular value added tax, taxes and customs duties.

3.3   Unless otherwise regulated or agreed elsewhere, our prices are exclusive of costs for travel to and from the place of performance, expenses and the necessary and reasonable costs of overnight accommodation against receipt, insofar as travel or overnight accommodation should be necessary for the performance of the contract.

3.4   After presentation of the invoice, the fee shall be due for payment without deduction immediately, at the latest, however, by the date indicated on the invoice (14 days). If the full invoice amount is not credited to our account by the end of the day stated on the invoice, default in payment shall occur automatically without the need for a reminder.

3.5   If the customer does not pay or does not pay on time, he shall pay the outstanding amount with the statutory interest on arrears. In the case of § 288 para. 2 BGB, the default interest is currently 9 percentage points above the base interest rate. Furthermore, in the event of default, the customer shall pay to us the flat rate pursuant to § 288 para. 5 BGB currently amounting to 40.00 euros.

3.6   If the customer defaults on a payment and/or if there are concrete indications of an imminent insolvency of the customer, SAFECERT is also entitled to make further work on current orders dependent on the customer making advance payment. If the customer fails to do so within a reasonable period, we are entitled to withdraw from the contract and to charge the customer for the costs incurred up to that point. The same applies to lost profit.

3.7   The customer shall only be entitled to rights of set-off and retention if his counterclaims have been legally established, are undisputed or have been recognised by us. The customer may only assert any rights of retention on the basis of counterclaims that are based on the same contractual relationship.

3.8   We reserve the right to offset payments against the client's older liabilities first, despite any provisions of the client to the contrary; we shall inform the client of this in each individual case. Insofar as costs and interest have already been incurred, a payment shall first be credited against the costs, then against the interest and finally against the main performance.

3.9   Explicit reference is made to the special GTC regulations concerning specific types of contracts (software purchase, software rental, etc.) as well as the relevant regulations on the order of precedence.

4.   Services in the field of certification, conformity assessment and approval

4.1   As a matter of principle, we perform our services impartially, in a non-discriminatory manner and to the best of our knowledge and belief in accordance with the state of the art and science.

4.2   In the course of the performance of the service, the customer shall not create and/or allow to be created any circumstances that are suitable for exerting commercial, financial or other pressure against us and/or our employees. If he does not do so, we shall be entitled to withdraw from the contract and to charge the customer for the costs incurred up to that point. The same applies to lost profit.

4.3   Our services are provided exclusively during SAFECERT's normal business hours. Deviations from this are to be agreed in writing in each individual case.

4.4   We always endeavour to adhere to the communicated processing time. However, these are only to be understood as a guideline. In individual cases, unforeseeable events and findings during processing may lead to an extension of the processing time. In the event of a significant delay, SAFECERT will inform the customer immediately (after becoming aware of the delay). Liability for an extension of the required processing time and the consequences is excluded.

4.5   Subcontracting and outsourcing

4.5.1   <u>Subcontracting</u>: SAFECERT does not carry out any analyses itself. Rather, we use pre-qualified external resources, such as accredited testing laboratories, which act on our behalf in the course of evaluation activities.

4.5.2   <u>Outsourcing</u>: In order to guarantee undisturbed order processing, we reserve the right in individual cases (especially in the event of capacity bottlenecks) to subcontract parts of the commissioned service to equally competent third parties. If the customer does not agree to this procedure, SAFECERT must be informed of this before the contract is awarded.

4.5.2.1 Contracts are only awarded to third parties who are equivalent to SAFECERT and who are suitable to carry out the work in accordance with the standards and laws.

5.   Delivery of the contract software as well as updates and upgrades and database contents

5.1   Delivery item

The contractual software, updates and upgrades are delivered in machine-readable form as a download from the Internet. Database contents are delivered as an import via an interface provided by SAFECERT or as a database dump (partial or complete extract from a database) or, for an additional charge, in another format to be agreed with the customer.

5.2   Contractual software

The type, scope and content of the contractual software shall be determined by the respective subject matter of the contract and the special regulations associated therewith.

5.3   Updates

For the purposes of these GTC, updates are updated versions of the contractual software. These can eliminate errors of previous versions, close security gaps and/or change and/or improve functions. An update does not include newly developed additional functions or a new development of the contractual software with the same or similar functions on a different technological basis. The exact scope of functions of the update results from the software documentation.

5.4   Upgrades

Upgrades within the meaning of these GTC are updated versions of the contractual software. In addition to the scope of updates, these may also contain newly developed additional functions. An upgrade does not include a new development of the contractual software with

the same or similar functions on a different technological basis. The exact functional scope of the upgrade results from the software documentation.

5.5 Database contents

The type, scope and content of the database contents shall be governed by the respective individual contract and the special regulations associated therewith.

5.6 System requirements

The system requirements of the IT environment, hardware and software for the usability of the delivery items result from the respective individual contract. The customer is aware of the system requirements and is responsible for their availability.

5.7 Delivery medium

The delivery items are made available to the customer for download from a source designated by SAFECERT.

5.8 Software documentation

With the delivery of the contractual software, updates and upgrades, SAFECERT provides the customer with the basic information and the installation requirements in electronic form that can be printed out.

5.9 Transport

The delivery items shall be handed over to the customer by transmitting the information required for the download to the customer by e-mail and making it available for download from the Internet by the delivery date agreed in the individual contract. If no delivery date is specified in the individual contract, handover shall take place no later than one month after conclusion of the contract. The costs of the download are included in the agreed remuneration; in the event of deviating delivery, invoicing shall take place according to expenditure in accordance with Clause 11. 11.5.

5.10 Installation and operation

The customer is responsible for the installation, configuration and operation of the contractual software and any necessary additional software within the framework of his IT infrastructure (on-premises), i.e. this is not a service owed by SAFECERT, unless corresponding additional services have been agreed in the individual contract.

6. General regulations on the granting of rights

6.1 Use

The granting of the right of use includes all currently known and unknown types of use which are or become necessary to achieve the purpose of the contract, even if they only arise or become known subsequently due to new legislation or for other reasons, insofar as they have not been restricted on the basis of the individual contract or these GTC.

6.2 Backup copies

The customer is entitled to make one backup copy per version/update/upgrade of the contractual software and usual data backups in an appropriate number.

6.3   Right to edit

If the contractual software or parts of the contractual software have been compiled, decompilation of the contractual software is only permissible if the prerequisites and conditions specified in Section 69e (1) UrhG are met. However, the information obtained may not be used or disclosed contrary to the provisions of Section 69e (2) UrhG.

6.4   Modification of contractual software by the customer

Actions pursuant to Section 69c UrhG (Copyright Act) by the customer beyond the right to edit pursuant to Section 5.3 are not permissible. Insofar as the customer modifies contractual software himself or has it modified by third parties within the framework of the statutory right to edit, the claims for material defects or defects of title shall lapse unless the customer proves that errors which have occurred are not attributable to this fact and that the error analysis and rectification by SAFECERT is also not impaired by this.

If the customer changes the contractual software himself or has it changed by a third party, the granting of rights pursuant to section 5 shall lapse. 5 as well as the claims due to material defects or defects of title. The obligation to pay the rent pursuant to para. 9.3.1 shall continue to apply until the contractual software is returned in accordance with Clause 9.4.4. 9.4.4. further.

7.   **Liability, limitations of liability and warranty**

7.1   Scope of application of the provision

SAFECERT is liable for damages for any legal reason, including reimbursement of expenses, in accordance with the following provisions.

7.2   Intent and gross negligence

SAFECERT is liable without limitation insofar as the cause of the damage is based on an intentional or grossly negligent breach of duty by SAFECERT, one of its legal representatives or vicarious agents.

7.3   Personal injury

In the case of damage arising from injury to life, limb or health, liability is unlimited in terms of amount even in the case of a simple negligent breach of duty by SAFECERT, its legal representatives or vicarious agents.

7.4   Organisational fault and guaranteed quality

The amount of liability is also unlimited for damage caused by serious organisational fault on our part and for damage caused by the absence of a guaranteed quality.

7.5   Breach of essential contractual obligations

In the event of a breach of material contractual obligations, we shall be liable, provided that none of the circumstances set out in Clauses 6.1 and 6.2 apply. 6.2, 6.3, 6.4 or 6.7 the amount shall be limited to the foreseeable damage typical for the contract.

7.6   Exclusion of liability

Any further liability for damages, in particular liability without fault, is excluded.

7.7   Product Liability Act

Liability under the Product Liability Act remains unaffected.

7.8   Contributory negligence

If damage is attributable to both our fault and that of the customer, the customer must allow his contributory negligence to be taken into account.

7.9   Data backup

The customer is responsible for regularly backing up his data. In the event of a loss of data for which we are responsible, we shall therefore be liable exclusively for the costs of duplicating the data from the backup copies to be made by the customer and for the costs of restoring that data which would have been lost even if the data had been properly backed up.

7.10   Limitation of the warranty
The limitation period for warranty claims is 12 months, unless otherwise stipulated in these GTC or the respective individual contract. The limitation period begins with handover of the subject matter of the contract . The above shortening of the limitation period and limitation of liability shall not apply to claims for damages by the customer based on injury to life, limb or health, for a defect following the assumption of a guarantee for the quality of the product, in the case of fraudulently concealed defects and for claims for damages based on a breach of material contractual obligations. Also excluded from the shortening of the limitation periods is the right of recourse according to § 478 BGB.

7.11   Exemption
If a third party takes action against the customer on account of an infringement of rights, the customer shall give us the opportunity, if possible, to indemnify the customer, whether by negotiating with the third party or by supplying contractual software which does not infringe the rights of the third party.

7.12   Measures in the event of alleged defects of title

If a third party asserts the infringement of property rights by the contractual software, its designation or its software documentation against the customer, the customer shall inform SAFECERT of this without delay and leave the defence against these claims to SAFECERT as far as possible. In doing so, the customer shall provide us with all reasonable assistance. In particular, the customer will provide us with all necessary information about the use and possible processing of the contractual software, if possible in writing, and provide us with the necessary documents for this purpose.

If the rights of third parties are infringed, SAFECERT may, at its own discretion, remedy the infringement by

    a. obtains from the person entitled to dispose of the property right a right of use for the benefit of the customer which is sufficient for the purposes of the contract concluded with the customer, or

    b. the infringing contractual software without or only with effects on its function that are acceptable to the customer, or

    c. infringing contractual software without or only with acceptable effects on its function for the customer with software whose contractual use does not infringe any property rights, or

    d. Updates/upgrades, the use of which in accordance with the contract does not infringe any third-party property rights.

7.13   Definition of priority levels for defects

Defects that occur are classified into priority levels based on the following definitions.

Priority level	Description
1	Errors that make the use of the Contract Software or a part of the Contract Software impossible
2	Errors that cause the Contract Software not to function in accordance with the specifications for a non-essential part of its function
3	Errors that cause inconvenience but do not prevent further use of the Contract Software, possibly by circumventing the error

8. Force majeure

8.1   SAFECERT shall not be liable for events of force majeure which make it substantially more difficult for SAFECERT to perform under the contract, or which temporarily impede the proper performance of the contract or make it impossible. Force majeure shall be deemed to be all circumstances independent of the will and influence of the contracting parties, such as natural disasters, government measures, decisions by authorities, blockades, war and other military conflicts, mobilisation, civil unrest, terrorist attacks, strikes, lockouts and other labour unrest, confiscation, embargoes, epidemics, pandemics or other circumstances that are unforeseeable, serious and beyond the control of the contracting parties and occur after the conclusion of this contract.

8.2   Insofar as one of the contracting parties is prevented by force majeure from fulfilling its contractual obligations, this shall not be deemed to be a breach of contract and the time limits laid down in the contract or on the basis of the contract shall be extended appropriately in accordance with the duration of the impediment. The same applies insofar as SAFECERT is dependent on the advance performance of third parties and this is delayed due to force majeure.

8.3 Each Party shall do everything in its power that is necessary and reasonable to mitigate the extent of the consequences caused by the force majeure. The Party affected by the Force Majeure shall promptly notify the other Party in writing of the beginning and end of the impediment in each case.

8.4 If a force majeure event lasts longer than 90 days, either party may terminate the respective individual contract without any liability or costs if the respective party cannot reasonably be expected to adhere to the contract. However, costs already incurred or services already rendered shall be paid by the party placing the order.

9. Secrecy

9.1 The customer undertakes to treat confidential information and documents of SAFECERT, which are either obviously to be regarded as confidential or are designated as such by us and are not in the public domain, as business secrets within the meaning of § 2 No. 1 GeschGehG.

9.2 The customer shall treat all contractual software and software documentation as well as concepts supplied by us as business secrets of SAFECERT within the meaning of § 2 No. 1 GeschGehG.

9.3 Furthermore, the customer is responsible for compliance with laws and regulations on data protection and data security. Compliance with any professional secrets to which the customer may be subject is also the responsibility of the customer.

9.4 Upon termination of the contractual relationship, for whatever reason, the customer shall return all confidential data, documents and the like, without retaining any copies, to SAFECERT within 6 weeks after termination of the contract.

10. Special regulations for the provision of contractual software for a limited period of time (software rental)

10.1 Subject of the contract

10.1.1 Contractual software
SAFECERT shall provide the Customer with the number of software products specified in the individual contract, together with the software documentation in accordance with Clause 4.8, in return for the remuneration specified in the individual contract. 4.8 (together hereinafter referred to as "Contract Software") for use within the scope of the respective granting of rights (cf. Section 5.2). 5 and para. 9.2) for the term of the respective individual contract (cf. section 9.4). 9.4).

10.1.2 Updates
Insofar as SAFECERT provides updates within the meaning of para. 4.3 of the contractual software, the customer is informed of this by a corresponding note in the contractual software or its software documentation. The customer does not owe separate remuneration for updates.

10.1.3 Upgrades
Insofar as SAFECERT upgrades within the meaning of para. 4.4 of the contractual software, the customer shall be informed of this by a corresponding notice in the contractual software

or its software documentation. The customer does not owe separate remuneration for upgrades, unless the upgrade was initiated by the customer, which shall be charged according to actual expenditure in accordance with Clause 11.5 shall be invoiced.

10.1.4   Functional scope/guaranteed quality

The functional scope and the guaranteed quality of the contractual software result from the individual contract concluded between the parties and the software documentation.

10.1.5   Additional services

Only if agreed, SAFECERT shall provide additional services on a time and material basis in accordance with clause 11.5 the additional services specified in the individual contract, such as installation, implementation support, setting up the contractual software and training, if required by the unrestricted involvement of vicarious agents.

10.2   Grant of rights

10.2.1   Granting of rights for a limited period of time

In return for the agreed remuneration, SAFECERT grants the customer the non-exclusive, non-transferable right to use the contractual software provided and any updates/upgrades for the contractual purpose for a limited period for the duration of the respective individual contract.

10.2.2   Passing on

The customer may not sell, give away or lend the contractual software to third parties, nor may he sublet or lease it.

10.2.3   Use

Unless otherwise agreed, the Contract Software may only be operated within the framework of the Customer's IT environment on one (1) server provided by the Customer in conjunction with the number of individual workstations or client access licences corresponding to the number of client licences or licence keys purchased. If the hardware is provided in whole or in part by SAFECERT, the contractual software may only be used and operated with this hardware. SAFECERT shall provide the customer with the licence keys required for the contractual software and hardware provided.

The customer may only use the contractual software and hardware to process its internal business transactions and those companies which are affiliated with it within the meaning of Section 15 of the German Stock Corporation Act ("group companies"). In particular, the operation of a computer centre for companies other than group companies or the use of the contractual software and hardware for the training of persons who are not employees of the customer or its group companies is not permitted.

In the case of test systems, the customer's rights of use are limited to such actions that serve to determine the quality of the contractual software and its suitability with regard to the customer's operation. In particular, editing, decompilation, productive use of the contractual software or the preparation of productive use are not permitted.

10.2.4   In all other respects, the general provisions on the granting of rights pursuant to para. 5.

10.3   Remuneration

10.3.1   Remuneration by fixed rent

The customer shall pay an annual rent for the provision of the contractual software. The annual rent results from the individual contract. The rent shall be invoiced annually in advance. The due date of the contractually agreed annual rent results from the respective individual contract.

10.3.2   Price adjustment

SAFECERT may adjust the rent at its reasonable discretion (Section 315 (3) BGB) by notifying the customer in text form with receipt no later than six weeks before the end of a calendar year with effect for the following calendar years.

10.4   Term/Return

10.4.1   Term and ordinary termination

The contractual software shall be provided for the term of the individual contract. If the term of the individual contract is unlimited, ordinary termination is excluded in the first full year of the contract. Thereafter, the contract may be terminated with 3 months' notice to the end of the month. In the case of contracts with a limited term, ordinary termination is excluded for the duration of the limited term. The term of the fixed-term contract shall be extended by 12 months in each case if it is not terminated with a notice period of 3 months before the expiry of the fixed term. Any termination must be in writing (fax is sufficient, but not e-mail).

10.4.2   Extraordinary termination

The termination for good cause remains unaffected. An important reason exists in particular in the following cases:

- sustained poor performance on the part of SAFECERT;
- client is in arrears with the payment of the remuneration in the amount of at least one year's remuneration by more than one month despite a reminder;
- the customer has made changes/edits to the contractual software which go beyond the permitted scope pursuant to Clause 5.3 and 5.4 go beyond
- contracting partner who falls into financial collapse files for insolvency proceedings or these are rejected due to lack of assets or the contracting partner is deleted or liquidated.

10.4.3   Special right of termination

The customer shall have the right to terminate the contract in the event that maintenance work is carried out in accordance with section 9.5.2. 9.5.2 a change in the range of services is detrimental to the customer's essential interests, the customer shall have the right to terminate the rental agreement within a period of 3 months from the notification of the change with a notice period of three months to the end of the month (special right of termination). If the customer does not make use of his special right of termination in due time, continues to use the contractual software despite the expiry of the period or does not object to the change in the range of services, the rental agreement shall be continued with the updated range of services.

10.4.4   Return

After termination of the contract, the customer shall return or destroy any backup copies made, uninstall the contractual software and delete any remaining recognisable contractual software from the system. If for legal or technical reasons the uninstallation and/or deletion of the contractual software is not possible, the customer shall in any case refrain from further use without restriction. At our request, the customer shall confirm the fulfilment of the aforementioned obligations in writing.

10.4.5   Further use

Any use of the contractual software after termination of the contractual relationship is not permitted.

10.5   Defects of quality and title

10.5.1   Definition of defect

Technical data, specifications and performance information in public statements, in particular in advertising material, are not quality information. The functionality of the contractual software is initially based on the description in the software documentation and the supplementary agreements made in this respect. Apart from that, the contractual software must be suitable for the use presupposed according to the respective individual contract and otherwise have a quality which is usual for software of the same type. We and/or third parties are entitled to copyrights to the contractual software. A defect of title exists if the rights required for the contractual use could not be effectively granted to the customer.

10.5.2   Warranty and maintenance

SAFECERT shall provide and maintain the contractual software in a condition suitable for use in accordance with the contract (maintenance). The maintenance obligation does not include the adaptation of the contractual software to changed conditions of use and technical and functional developments, such as changes to the IT environment, in particular changes to the hardware or the operating system, adaptation to the functional scope of competing products or the creation of compatibility with new data formats. SAFECERT is entitled to adapt the range of maintenance services to the further development of the contractual software and to technical progress. If material interests of the customer can be adversely affected by a change in performance, SAFECERT shall notify the customer of this in writing or electronically at least three months before the change comes into force. In this case, the customer has the special right of termination in accordance with Clause 9.4.3. 9.4.3 shall apply.

10.5.3   Notification of defects by the customer

Any defects that occur must be documented by the customer in a manner that is as comprehensible to us as possible and notified to us in writing as soon as possible after their discovery. The notification shall take the form of the customer reporting the defect by e-mail to info@safecert.org.

10.5.4   Duty of the customer to cooperate

The customer shall unconditionally support us in determining and remedying the defect and shall immediately grant us access to the documents from which the more detailed circumstances of the occurrence of the defect can be seen.

10.6   Supplementary regulations, order of precedence

In addition, the other provisions of these GTC shall apply if and to the extent that they do not conflict with the provisions of this clause 9 are not in conflict. In case of doubt, the latter shall take precedence as special provisions for the provision of contractual software for a limited period of time (software rental).

11.   Special regulations for permanent transfer of database contents

11.1   Subject of the contract

11.1.1   Database contents

SAFECERT shall provide the customer with the database contents agreed in the individual contract in return for the remuneration specified in the individual contract.

11.1.2 Functional scope/guaranteed quality

The functional scope and the guaranteed quality of the database contents result from the individual contract concluded between the parties.

11.2 Grant of rights

11.2.1 Granting of rights in perpetuity

Upon payment of the purchase price, SAFECERT grants the customer the simple (non-exclusive) right to use, edit and/or supplement the database contents.

11.2.2 Passing on

The customer is entitled to pass on/sell the database contents in total once to a third party.

11.2.3 If the customer makes use of his right to pass on the database contents in whole or in part, he must impose his contractual obligations regarding the contents and scope of the rights of use on the third party. Any liability of SAFECERT towards third parties in connection with a transfer is excluded.

11.2.4 In the event of transfer, the customer shall hand over or delete all copies of the database contents made by him to the buyer or acquirer and inform us immediately in writing about the transfer. Further distribution or sub-licensing requires our consent and shall be remunerated accordingly.

11.2.5 The database contents permanently provided to the customer in accordance with this clause and/or maintained by the customer himself with the aid of the contractual software shall, at the customer's request and expense, be made available in the form of a database dump (partial or complete extract from the database) for further use after expiry of the software rental agreement.

11.2.6 In all other respects, the general provisions on the granting of rights pursuant to para. 5.

11.3 Remuneration

The amount and due date of the purchase price for the database contents shall be specified in the respective individual contract.

11.4 Defects of quality and title

11.4.1 Definition of defect

Technical data, specifications and performance information in public statements, in particular in advertising material, are not quality information. The quality of the database contents shall initially be determined by the agreements made in this respect.

11.4.2 Limitation period

Claims based on material defects and/or defects of title shall become statute-barred in accordance with sec. 6.10 from handover of the subject matter of the contract.

11.4.3 Modification of database contents by the customer

Insofar as the customer changes database contents himself or has them changed by third parties, the claims due to material defects or defects of title shall lapse unless the customer proves that errors which have occurred are not due to this fact and that the error analysis and elimination by SAFECERT is also not impaired by this.

11.4.4 Obligation to examine and give notice of defects

After delivery (handover) of the database contents to the customer (cf. also para. 4), the customer shall examine them for completeness and any defects and notify SAFECERT immediately of any complaints (§ 377 HGB).

11.4.5 Subsequent performance

SAFECERT may also remedy the defect by instructing the customer to do so by telephone or in writing or electronically.

If it turns out that a defect reported by the customer does not in fact exist or is not attributable to database contents according to the individual contract, SAFECERT is entitled to charge the customer for the expenditure incurred with the analysis and other processing in accordance with the ad hoc rate agreed in the individual contract. Subsequent performance is not deemed to have definitively failed with the second attempt at subsequent performance if the need for further attempts arises from special circumstances, in particular from the nature of the defect and the interventions and tests required for it.

11.4.6 Reduction or withdrawal

In the event of withdrawal, the customer must return all data or objects received from SAFECERT for the performance of the individual contract. In addition, the database contents provided by SAFECERT are to be permanently deleted without delay. The customer must confirm the deletion of the database contents in writing.

11.4.7 In addition to para. 6.12 the provisions of this Clause shall apply. 10.4 shall apply accordingly in the case of defects of title.

11.4.8 Place of subsequent performance

The place of performance for subsequent performance is SAFECERT's registered office.

11.5 Supplementary regulations, order of precedence

The other provisions of these GTC shall apply in addition, provided and to the extent that they do not conflict with the provisions of this Clause 10 are not in conflict. In case of doubt, the latter shall take precedence as special provisions for the permanent provision of database contents.

12. Special regulations concerning IT services

12.1 Subject of the contract

12.1.1 SAFECERT or its vicarious agents perform the programming, installation, configuration, consulting and/or other services specified in the individual contract for the customer. Unless expressly named in the individual contract, services under a contract for work and services are not the subject of the individual contract.

12.1.2 The type and scope of the services result from the respective individual contract. Changes and additions to the scope of services require written agreement between the customer and SAFECERT.

12.1.3 IT, software and hardware environment

The prerequisite for the services is that the customer operates the contractual software with the IT, software and hardware environment (system requirements) specified in the individual contract to the extent regulated in the individual contract.

12.2   Service provision

12.2.1   All services are provided in accordance with the state of the art in science and technology.

12.2.2   If the services are owed on call by the customer and no minimum purchase has been agreed, there is no entitlement to call. The exact dates for the services are agreed by mutual consent between the customer and SAFECERT after receipt of the order. Due to the high demand, dates for the performance of the services will be allocated in the order in which orders are received.

12.2.3   SAFECERT or its vicarious agents shall provide the services on site or remotely at their own discretion.

12.2.4   Delivery and performance dates or periods stated in the contract documents are binding only if they have been designated as binding by SAFECERT in writing.

12.2.5   All offers made by SAFECERT are subject to change. SAFECERT reserves the right to minor deviations from the offer for technical reasons even after acceptance of the offer by the customer.

12.3   Cooperation between the contracting parties

12.3.1   The contractual partners will ensure by organisational measures that the employees or vicarious agents of SAFECERT deployed within the framework of the provision of services are exclusively subject to the latter's right of direction and disciplinary authority. The employee of SAFECERT or its vicarious agents deployed to provide the service will not be integrated into the customer's organisation.

12.3.2   As a matter of principle, SAFECERT determines the place and time of the performance itself. However, time, space and technical requirements must be observed insofar as they result from the individual contract or are contained in schedules or service plans agreed between the parties or are necessary to achieve the purpose of the commissioning. SAFECERT itself is responsible for the work equipment necessary for the performance of the services, unless otherwise agreed.

12.4   Use of work results/inventions

12.4.1   SAFECERT reserves all rights to the results of the provision of services, in particular any existing copyrights, even insofar as the results have arisen as a result of specifications or cooperation by the customer.

12.4.2   However, the customer receives the non-exclusive and non-transferable right to use the work results and the documents and programmes produced by SAFECERT within the scope of the provision of services for the contractually intended purpose.

12.4.3   Unless otherwise agreed in the individual contract, the following provision shall apply to inventions made by SAFECERT on the occasion of the performance of the contract:

- SAFECERT may freely dispose of the invention and the rights flowing therefrom and in connection therewith and register the invention as a patent or utility model. SAFECERT hereby already grants the customer, free of charge, a simple, non-exclusive, transferable, but non-sublicensable right of use to patents and utility models applied for or granted now and in the future in connection with the use of the performance results affected by the invention. To the extent that this is not sufficient in individual cases, SAFECERT shall

grant rights of use to the extent necessary to enable the customer or an authorised third party to exercise the rights to the performance results in accordance with the contract.

- SAFECERT shall ensure at its own expense that the exercise of the rights of use to which the customer is entitled in respect of the results of the performance cannot be impaired either by it or by the inventor or any legal successor. In particular, it shall make use of any service inventions for this purpose.

12.5   Remuneration

12.5.1   A lump-sum fixed price is the unilaterally unchangeable total remuneration owed for the service. Material costs, travel times, travel expenses and ancillary costs are included in the fixed lump sum price. Subsequent claims by SAFECERT are excluded insofar as the parties do not agree a change in the services. In addition, there is the possibility of demanding the adjustment of the contract in accordance with the requirements of § 313 BGB.

12.5.2   If remuneration is agreed on a time and material basis, the following shall apply:
The remuneration shall be settled on the basis of the time actually spent. The hourly rate results from the individual contract. Proof of the service shall be provided in the form of an hourly statement. Invoicing shall be based on time cycles of 5 minutes, with invoicing for each 5 minutes or part thereof. Travel times, travel costs, material costs and/or incidental costs shall be remunerated in accordance with the contractual agreement. Waiting times of SAFECERT for which the customer is responsible are remunerated in the same way as working times. SAFECERT must, however, allow itself to be credited with what it saves by not providing its service or acquires or maliciously refrains from acquiring by using its services elsewhere.

12.5.3   Remuneration at the fixed lump sum price shall be due after the service has been rendered. Partial payments may be agreed in the individual contract. Remuneration for services on a time and material basis shall be due monthly in arrears, unless otherwise agreed.

12.6   Poor performance

If a service for a fixed lump sum price is not provided in accordance with the contract, the customer is entitled to demand that SAFECERT provide the service in accordance with the contract within a reasonable period of time without additional costs for the customer. This does not apply if SAFECERT is not responsible for the breach of duty. The customer's other claims, in particular for damages or reimbursement of expenses and his right to terminate for good cause in accordance with Clause 11.7.2, are excluded. 11.7.2remain unaffected by this.

12.7   Term and termination

12.7.1   If the duration of the service contract is neither agreed nor can be inferred from the nature or purpose of the services, it may be terminated in whole or in part by either party with three months' notice to the end of a calendar month, but no earlier than the end of a minimum contract period agreed in the individual contract.

12.7.2   In addition, the contract may be terminated in whole or in part by either contracting party for good cause - without observing a notice period - within a reasonable period of time after knowledge of the reason for termination. 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 contracting parties, can no longer be expected to continue the

contract. If the good cause consists in the violation 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 termination has not been made in accordance with § 314 in conjunction with § 323 para. 2 BGB. § Section 323 para. 2 of the German Civil Code (BGB), the setting of a deadline is dispensable. In the event of termination for good cause, SAFECERT shall be entitled to remuneration for the services performed under the contract up to the time the termination takes effect. However, the remuneration shall not apply to such services for which the customer demonstrates that they are of no interest to him due to the termination.

12.8   Supplementary regulations, order of precedence

The other provisions of these GTC shall apply in addition, insofar as and to the extent that they do not conflict with the provisions of this Clause. 11 are not in conflict. The latter shall take precedence as special provisions for IT services in case of doubt.

13.   Final provisions

13.1   All legal relationships and legal acts between us and our customers are subject exclusively to German law. The validity of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

13.2   Insofar as the customer is a fully qualified merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction for all legal disputes arising from or in connection with this contract shall be the registered office of our company (currently Gilching), unless a different exclusive place of jurisdiction conflicts with this.

13.3   The contractual language is German. Insofar as contracts exist in another language in addition to the German version and the meaning of the content differs, the meaning of the content of the German version shall take precedence. Translations of our contracts are for information purposes only.

13.4   Unless and to the extent not otherwise provided for in these GTC, warranties, ancillary agreements and amendments including supplements to any contract must be in writing in order to be effective, as must any waiver of this requirement.

13.5   The transfer of rights and obligations under the contract requires the consent of the other contracting party in each case - unless a special provision has been made in these GTC or in a written agreement in the individual case.

13.6   Should individual provisions of these GTC be or become invalid, this shall not affect the validity of the remaining provisions. In this case, the contracting parties shall replace the invalid provision with a provision that comes as close as possible to the invalid provision in terms of its economic effect. This legal concept shall also apply in the event of a loophole.