



VIERTHALER IT GMBH

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General Terms and Conditions

The General Terms and Conditions ("GTC") apply to all services provided by Vierthaler IT GmbH, Danziger Strasse 2, 85386 Eching ("Vierthaler") as the contractor to the companies, legal entities under public law, or public-law special assets specified in the individual contract ("Client"). The GTC become binding for the respective individual contract upon its conclusion. The Client and Vierthaler are also individually referred to as a "Party" or collectively as the "Parties."

§1 Definitions

(1) "Work Results" refer to the services provided by Vierthaler under an individual contract, for which the Client acquires usage rights.

(2) "Data Protection Laws" refer to the General Data Protection Regulation (GDPR) and all applicable laws of the EU member states for the implementation and incorporation of the GDPR into national law, or other applicable legal regulations of other states concerning data protection, depending on which of these laws is applicable to the contractual relationship of the Parties.

(3) "Documentation" refers to a comprehensible description of the services or work results provided by Vierthaler under an individual contract, which is left to the Client in the agreed-upon form; the documentation itself can be a work result.

(4) "Individual Contract" refers to an agreement between the Parties, obliging Vierthaler to provide specific services or works and the Client to make payment. Unless expressly stated otherwise in an individual contract, in case of contradictions, the provisions of an individual contract prevail over these GTC.

(5) "Intellectual Property" refers to all industrial property rights, applications for industrial property rights, copyrights, and the know-how of the Parties, as well as all other intellectual property rights that either Party can claim under any legal system.

(6) "Planned System Limitations" refer to works by Vierthaler that may lead to a restriction or failure of the systems, and their necessity, start, and expected end are known to Vierthaler in advance.



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(7) "Core Hours" refer to the regular working hours of Vierthaler from Monday to Friday between 9 am and 6 pm CET, excluding legal holidays at the location of Vierthaler and, if not already covered, December 24 and 31 of a year.

(8) "Emergency System Limitations" refer to works by Vierthaler that may lead to a restriction or failure of the systems, and their necessity, start, and/or expected end are not known to Vierthaler in advance.

(9) "Open Source Software" refers to freely available software subject to license terms or other usage agreements ("Open Source Licenses") that, in the case of editing and/or distributing this software, require (a) making the source code of this software or an edit of this software accessible to third parties, or (b) allowing third parties to further edit this software or an edit of this software, or (c) providing information and/or details about the relevant Open Source Licenses. The following, non-exhaustive list includes Open Source Licenses in the aforementioned sense: (a) the Lesser General Public License, Version 2.0, (b) the Apache License, Version 2.0, (c) the MIT License.

(10) "Person-Day" refers to an effort of eight (8) working hours; the designation of person-days serves solely for the temporal measurement of effort and is without prejudice to the agreement between the Parties on the fee rates for services within and outside core hours.

(11) "Systems" refer to the client's IT systems, consisting of hardware and software, for which or using which Vierthaler provides services under an individual contract.

(12) "Affiliated Company" refers to a company that directly or indirectly controls one of the Parties, is controlled by one of the Parties, or is under joint control with one of the Parties by a third company. "Control" or "control" in this context means the direct or indirect ownership or other control of more than 50% of the share capital or voting rights of one of the Parties or the right, for other reasons, to control a Party.

(13) Contract Conclusion refers to the date on which the Parties submit their declarations of intent aimed at concluding an individual contract.

(14) Confidential Information refers to all information that (a) is disclosed by one party (the "Information Owner") to the other party (the "Information Recipient") in any form, (b) is designated as confidential or is evidently to be considered confidential due to its nature and the circumstances of disclosure. Confidential information includes, among other things, work results, documentation, prices of Vierthaler, intellectual property of the parties, and the conditions of these GTC as well as individual contracts concluded between the parties. Notwithstanding the above, information is not considered confidential if: (a) it is generally known or becomes known to the public without the Information Recipient violating an obligation towards the Information Owner; (b) the Information Recipient was aware of it before its disclosure by the Information Owner; (c) it is received by a third party without an obligation of confidentiality; or (d) it is



independently developed by the Information Recipient without using the confidential information of the Information Owner.

§2 Individual Contracts

(1) Conclusion of Individual Contracts. For the conclusion of individual contracts, the parties will generally enter into a written agreement specifying (a) Vierthaler's performance and documentation obligations, (b) the responsibilities of the parties, (c) planned performance periods, and (d) prices. For individual contracts with an estimated effort of no more than five (5) person-days or whose subject is the procurement of hardware for the client, the parties may, deviating from this principle, apply a simplified procedure and conclude individual contracts in text form (e.g., by email or through a ticket system) ("simplified procedure").

(2) Conclusion of Contracts in the Simplified Procedure. If the parties apply the simplified procedure for the conclusion of individual contracts, the following provisions apply by default. A request by the client to perform specific services is considered an offer to conclude an individual contract. Vierthaler can accept such an offer within two (2) weeks expressly in text form or by providing the requested services to the extent of no more than five (5) person-days and informing the client of the completion of the work. If Vierthaler proposes to the client to perform specific services within the scope of no more than five (5) person-days, this is considered an offer to conclude an individual contract in the simplified procedure. The client can accept such an offer expressly in text form or orally. In the case of an oral acceptance declaration, Vierthaler will send the client an order confirmation in text form. Regarding the amount of remuneration and billing, the provisions of paragraph 3 below apply to the conclusion of contracts in the simplified procedure.

(3) Services without a Formal Individual Contract. If the parties do not adhere to the procedure described in the preceding paragraphs for the conclusion of individual contracts, but Vierthaler nevertheless provides services for the client with the client's knowledge, Vierthaler is entitled to reasonable remuneration based on expenses. As reasonable, the remuneration previously agreed upon in an individual contract between the parties or last paid by the client without objection for such services is considered. Billing will be in accordance with §10 of these GTC.

§3 General Obligations of Vierthaler

(1) Instructions; Deployed Personnel. Vierthaler, unless dictated by the nature of the services, is not subject to any instructions from the client regarding the location, timing, and organization of the work process in fulfilling contractual obligations or in carrying out the activities undertaken by Vierthaler. The personnel deployed by Vierthaler are not subject to the instructions of the client, regardless of the location of performance. Vierthaler is responsible for the personnel (including subcontractors) and their contractual conduct. The client can only request the exchange



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of a deployed person or reject their replacement with another person named by Vierthaler if the client finds the (further) use of that person unreasonable.

(2) Engagement of Subcontractors. Vierthaler may only engage or replace subcontractors regarding the services agreed upon in an individual contract with the prior consent of the client. If Vierthaler intends to engage subcontractors or replace an approved subcontractor previously deployed, Vierthaler will notify the client at least 30 days before the planned deployment date. If the client does not object to the deployment or replacement of the relevant subcontractor within 14 days after receiving such notification, stating an important reason, the client's consent is deemed to be granted. If the client communicates an important reason for objection within the specified period, the parties will seek an amicable solution. If, in such a case, an amicable solution cannot be reached within one month, the client has the right to terminate the affected individual contracts to the extent affected by the deployment or replacement of the relevant subcontractor. Vierthaler will impose obligations on subcontractors regarding the protection of the client's intellectual property, data protection, confidentiality, and data security that are at least as strict as those set out in these GTC and, if applicable, additionally in an individual contract by Vierthaler to the client. If a subcontractor fails to comply with these obligations, Vierthaler is liable for such violations as if it were its own fault. The engagement of subcontractors that only provide auxiliary services to support the provision of services under an individual contract (such as transport services by postal or courier services, telecommunications services, security services, and cleaning services) does not require approval. Vierthaler will conclude standard confidentiality agreements with such subcontractors.

(3) Quality Assurance; Technical and Organizational Measures. Vierthaler will test the work results in a standard manner before going live and take other industry-standard measures for quality assurance. In the provision of services, especially in processing personal data on behalf of the client, Vierthaler will, considering the state of the art, implementation costs, the nature, scope, circumstances, and purposes of processing, as well as the varying likelihood and severity of the risk to the rights and freedoms of natural persons, implement suitable technical and organizational measures to ensure a level of protection appropriate to the risk. Vierthaler will provide the general technical and organizational measures in documented form to the client no later than at the conclusion of the contract, regarding any specific agreed measures in an individual contract these need documentation in that particular contract.

(4) System Limitations. Vierthaler will announce planned system limitations to the client in text form in advance and, where possible, coordinate the start and expected end of planned system limitations with the client. Notwithstanding, Vierthaler will always strive to schedule planned system limitations during low-usage periods outside core hours. If the client refuses a planned system limitation, even though it is necessary to eliminate IT security risks in the client's system as per Vierthaler's notification under sentence 1, Vierthaler is not liable to the client for the realization of these IT security risks; this does not apply if and to the extent the IT security risks would have occurred even with the implementation of the planned system limitation at the time indicated by Vierthaler. Vierthaler will promptly notify the client in text form of any emergency system limitations and keep the client informed about usage restrictions of the systems and the expected end of the emergency system limitation.



(5) Scope of Advisory Duties. Vierthaler generally owes advice to the client only if and to the extent expressly agreed upon in an individual contract. In particular, Vierthaler does not owe an examination of the client's requests for services or change requests regarding their economic benefits for the client or their (data protection) legal admissibility, or related advice to the client, subject to the preceding sentence. Nevertheless, Vierthaler will alert the client to obvious misconceptions regarding the economic benefits or (data protection) legal admissibility of the client's requests for services or change requests.

§4 Usage Rights of Work Results

(1) Scope of Usage Rights. Vierthaler grants the client, upon the complete payment of the agreed remuneration in the relevant individual contract, the simple, unlimited in time and space, irrevocable right to use, reproduce, edit (taking into account paragraph 2), distribute, and distribute work results, sublicense, rent, make work results publicly accessible, and connect them with other programs or materials for internal applications and purposes. For the duration of use until the occurrence of the condition, Vierthaler transfers the simple usage rights to the aforementioned extent with the reservation of revocation.

(2) Software. The usage rights under paragraph 1 are, if the work results are a computer program, granted exclusively with respect to the object code, unless otherwise specified in the respective individual contract. Usage rights to the source code are only granted with an explicit agreement. Except for cases under §§ 69d, 69e of the Copyright Act, the client is not allowed, without prejudice, to determine the source code of software through decompilation or other forms of reverse engineering.

(3) Open Source Software. The usage rights under paragraphs 1 and 2 do not apply to the use of open source software to the extent that the relevant open source license grants different usage rights. In this regard, only the open source licenses are decisive for the scope of the usage rights granted to the client.

(4) Microsoft Products. The usage rights under paragraphs 1 and 2 also do not apply if and to the extent that the work results are provided for or on Microsoft product(s). In this case, the client is granted usage rights in the same scope as the contracting Microsoft entity or, if applicable, a Microsoft partner authorized by a Microsoft entity has granted the client regarding the respective Microsoft product.

§5 Services provided by Vierthaler

(1) Responsibilities. In the context of an individual contract where services are provided by Vierthaler, especially support services in system administration, consulting, or advisory services, the following responsibilities apply: The responsibility for organization, planning, and reporting, notwithstanding any documentation obligations agreed upon in the individual contract under



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paragraph 3, lies with the client. The client, possibly through the client's appointed project manager or specialist, bears overall responsibility for the professional, timely, and budget-compliant implementation of the services. Vierthaler will support the client in this regard. Vierthaler is also responsible for the management of the project team of the agents deployed by Vierthaler in terms of expertise and discipline, irrespective of the place of performance.

(2) Principles of Service Provision. Vierthaler performs all services with the care typically expected for comparable services, following the principles of proper professional practice and based on the generally accepted state of the art, unless otherwise specified in an individual contract.

(3) Documentation of Services. Vierthaler will provide the client with any accompanying work results of the service, such as work papers or presentations, continuously, but no later than at the end of the term of the respective individual contract. Further documentation is only owed by Vierthaler if specifically agreed upon in the respective individual contract.

§6 Work Services provided by Vierthaler

(1) Responsibilities. In the context of an individual contract where work services are provided by Vierthaler, the following responsibilities apply: The responsibility for organization, planning, and reporting lies with Vierthaler, notwithstanding any client cooperation obligations agreed upon in the individual contract. Vierthaler bears overall responsibility for the professional, timely, and budget-compliant implementation of the work services. The client will support Vierthaler in this regard. Vierthaler is also responsible for the management of the project team of the agents deployed by Vierthaler in terms of expertise and discipline, irrespective of the place of performance.

(2) Completion Notice; Acceptance. After completing the work services owed under the respective individual contract, Vierthaler will inform the client in text form. It is then the client's responsibility to conduct the acceptance test within a reasonable time, usually within ten (10) working days, and, if there is no defect preventing acceptance, declare acceptance to Vierthaler in text form. The declaration of acceptance can also be made in the form that the client closes a ticket in a ticket system used by the parties after Vierthaler's completion notice or otherwise marks it as completed. If the client has not expressly refused acceptance within ten (10) working days or within another reasonable period mentioned by Vierthaler in the completion notice, the effects of acceptance occur even without an express declaration of acceptance by the client.

(3) Defects at Acceptance. If the client has identified defects during the acceptance test but still declared acceptance, or if the service is nevertheless deemed accepted, Vierthaler will remedy these defects within a reasonable period without separate remuneration. If the client has refused



acceptance due to a defect preventing acceptance, the provisions of the following paragraphs apply accordingly.

(4) Warranty. Vierthaler guarantees that the work results exhibit the agreed quality during normal use. In the case of a defect, Vierthaler will first provide rectification. Vierthaler will, at its discretion, either rectify the defect or produce new work results. Rectification may consist of delivering a patch, update, or upgrade for the software, especially if the defective work result is software, which does not contain the defect. If rectification fails, the client may, at its option, reduce the remuneration or, for significant defects, exercise its right of withdrawal regarding the defective service under an individual contract. Failure of rectification is only to be assumed and only then if the client has given Vierthaler reasonable opportunities in terms of quantity and scope to rectify the defect, and further attempts at rectification are unreasonable for the client. In assessing the reasonableness of further attempts at rectification, it must be considered, in particular, whether Vierthaler has already provided a workaround that significantly restricts the effects of the defect. Nevertheless, it applies: If the client withdraws due to a breach of duty that relates to a separable service that can be independently provided by others, taking into account the legitimate interests of the client, the withdrawal does not apply to the other services.

(5) Open Source Software. Vierthaler guarantees that (a) the work results do not contain open source software if the use of open source software is expressly prohibited in the individual contract, (b) Vierthaler complies with all provisions of open source licenses and acts accordingly, and (c) the client has been informed by Vierthaler about the open source software and the relevant open source licenses with the completion notice.

(6) Legal Defects. In the event of a violation of third-party intellectual property rights by the work results provided under an individual contract, for which Vierthaler is responsible, Vierthaler may, at its discretion, either acquire, at its own expense, a right of use sufficient for the use agreed upon in the respective individual contract in favor of the client or modify or provide the relevant service without or only with effects on its functions that are reasonable for the client, so that no third-party intellectual property is infringed.

(7) Third-Party Claims. If the client becomes aware that a third party claims that the provision and/or use of Vierthaler's work results infringe the intellectual property of this or any other third party, the client will immediately inform Vierthaler. In such a case, Vierthaler will, if possible, assume the defense at its own expense and attempt to reach an agreement. The client will reasonably and feasibly support Vierthaler in this process. Warranty claims of the client due to legal defects are not affected by this provision.

(8) Limitation of Warranty. The client acknowledges that Vierthaler cannot control the transmission of data over communication facilities, especially the internet. Furthermore, the client acknowledges that access to systems is necessary for Vierthaler to provide the service. With this stipulated, the parties agree that Vierthaler is not obligated to warranty to the extent that a service restriction is due to errors in the communication facility or the systems. Warranty claims of the client are also excluded if the use of work results is affected by improper installation, operation, or maintenance by the client or a third party commissioned by the client. Excluded from the



preceding sentence are, in particular, warranty claims for impairments resulting from the use of work results under operating conditions that do not correspond to the hardware and software environment specified in the documentation accompanying the work results or in other instructions from Vierthaler.

(9) Compensation for Defects. The assertion of claims for damages or reimbursement of expenses due to defects is governed by §11 of these terms and conditions.

(10) Statute of Limitations. Warranty claims of the client expire within twelve (12) months, except in cases of intentional or grossly negligent conduct, infringement of life, body or health, breach of a guarantee, fraudulent concealment of a defect, and cases under the Product Liability Act.

(11) Apparent Defect. If it turns out that a defect reported by the client does not actually exist or is not attributable to the work results ("apparent defect"), the client will pay Vierthaler reasonable compensation for the expenses incurred in the course of error analysis and other processing at Vierthaler, unless the client could not have recognized the existence of such an apparent defect even with the necessary care. The amount of the compensation is determined in accordance with §2(3).

§7 Purchase Contracts

(1) Agreed Quality. For the quality of the goods delivered by Vierthaler under an individual contract, the performance description valid at the time of delivery and communicated to the client is decisive. Changes to the product may occur after the conclusion of the contract but before the delivery of the goods; therefore, the goods received by the client may have slight deviations from the goods ordered by the client, but they meet or exceed the relevant performance description. Deviations beyond this will only be the subject of the contract by explicit agreement of the parties and must be separately remunerated. Representations in test programs, product or project descriptions, also on the internet, are expressly not descriptions of the product quality within the meaning of § 434 BGB—also because the delivered goods are subject to constant adjustment, so changes and errors are reserved there, and the information may also refer to future developments.

(2) Transfer of Risk. The risk of accidental loss or deterioration of the goods generally passes to the client upon delivery of the goods. If the goods are sent to the client at the client's request, the risk of accidental loss or deterioration of the goods passes to the client with the dispatch to the client, but no later than when leaving the factory/warehouse. This applies regardless of whether the shipment of the goods takes place from the place of performance or who bears the freight costs. If the client is in default of acceptance or culpably violates other cooperation obligations, Vierthaler is entitled to demand compensation for the damage incurred by Vierthaler, including any additional expenses. Further claims remain reserved. If the above conditions are met, the risk of accidental loss or deterioration of the goods passes to the client at the time when the client is in acceptance or debtor default. If the delivery and performance capability of Vierthaler depends on



the supply by a subcontractor and this supply fails for reasons that Vierthaler is not responsible for, Vierthaler is entitled to withdraw from the contract.

(3) Retention of Title. Vierthaler reserves ownership of the delivered goods until full payment of all claims from the respective individual contract. Vierthaler is entitled to take back the goods if the client behaves in breach of contract. The request for return is only a withdrawal from the contract if expressly declared by Vierthaler. As long as ownership has not yet passed to the client, the client is obliged to handle the goods with care. In particular, the client is obliged to insure the goods at its own expense against theft, fire, and water damage up to the new value. As long as ownership has not yet passed, the client must immediately notify Vierthaler in writing if the goods are seized or exposed to other interventions by third parties. If the third party is not able to reimburse Vierthaler for the judicial and extrajudicial costs of a lawsuit under § 771 ZPO, the client is liable for the loss incurred by Vierthaler. The client is entitled to resell the reserved goods in the normal course of business. The client assigns the claims of the purchaser from the resale of the reserved goods to Vierthaler in the amount of the invoice final amount agreed upon with Vierthaler (including VAT). This assignment applies regardless of whether the goods have been resold without or after processing. The client remains authorized to collect the claim even after the assignment. Vierthaler's authority to collect the claim itself remains unaffected. However, Vierthaler will not collect the claim as long as the client meets its payment obligations from the proceeds collected, is not in default of payment, and, in particular, no application for the opening of insolvency proceedings has been filed or payment has been suspended. If the value (for claims, the nominal value; for movable goods, the estimated value) of the existing collateral for Vierthaler exceeds the secured claims in total by more than 50 percent or if the realizable value of the existing collateral exceeds the secured claims by more than 10 percent, Vierthaler is obliged, at the request of the client, to release collateral to this extent at its own discretion.

(4) Export Restrictions. Goods supplied by Vierthaler (especially IT systems and pre-installed software) may be subject to (re)export restrictions imposed by the USA and the U.K. The client is required to comply with the export restrictions communicated by the respective manufacturer.

(5) Inspection and Notification Obligation. The client must immediately inspect the transport/packaging for externally visible damage and report it to the carrier, and, if necessary, refuse acceptance and promptly inform Vierthaler. Furthermore, the client must inspect the goods itself promptly after delivery, as soon as this is practicable in the ordinary course of business, and if a defect becomes apparent, immediately notify Vierthaler. If the client fails to notify, the goods are deemed approved, unless it is a defect that was not recognizable during the inspection. If such a defect becomes apparent later, the notification must be made promptly after discovery; otherwise, the goods are also deemed approved with regard to this defect. Timely dispatch of the notification is sufficient to preserve the rights. If Vierthaler has fraudulently concealed a defect, Vierthaler cannot rely on the above regulations.

(6) Manufacturer's Warranties. If and to the extent that manufacturers of goods provide warranty promises, Vierthaler will pass these on to the client in accordance with the warranty conditions. The specific design of the warranty conditions depends on the manufacturer and may also vary for parts of the delivered goods.



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(7) Warranty. In all other cases than those of paragraph (6), the legal warranty rights apply in accordance with this paragraph (7). Warranty claims of the client do not exist in the case of only minor deviations from the agreed quality, only minor impairment of usability, natural wear and tear, or damage resulting from faulty or negligent handling, excessive stress, unsuitable operating materials, or due to special external influences that are not assumed under the contract. If improper repair work or modifications are carried out by the purchaser or third parties, there are also no claims for defects for these and the resulting consequences. If, despite all due care, the delivered goods have a defect that already existed at the time of the transfer of risk, Vierthaler will, subject to timely notice of defects according to paragraph (5), either remedy the defect or deliver replacement goods at its own discretion. There must always be an opportunity for subsequent performance within a reasonable period. If the client has installed the defective goods into another object or attached them to another object according to their nature and intended use, Vierthaler is not obliged to reimburse the client for the necessary expenses for removing the defective item and installing the defect-free new item as part of the subsequent performance. Claims of the client for necessary expenses for subsequent performance, in particular transport, travel, labor, and material costs, are excluded unless the expenses increase because the goods delivered by Vierthaler have subsequently been transported to a location other than the branch of the client, unless the transport corresponds to its intended use. Claims for recourse remain unaffected by the above regulation without restriction; however, claims for recourse by the client against Vierthaler exist only to the extent that the client has not made any agreements with its buyer beyond the legally mandatory warranty claims. If subsequent performance fails, the client may, without prejudice to any claims for damages, withdraw from the contract or reduce the remuneration.

(8) Compensation for Damages or Expenses due to Defects. The assertion of claims for damages or reimbursement of expenses due to defects is governed by §11 of these terms and conditions.

(9) Statute of Limitations. All rights of the client resulting from defective performance expire after twelve (12) months, except in cases of intentional or grossly negligent conduct, infringement of life, body, or health, breach of a guarantee, fraudulent concealment of a defect, and cases under the Product Liability Act.

(10) Apparent Defect. If it turns out that a defect reported by the client does not actually exist or is not attributable to the work results ("apparent defect"), the client will pay Vierthaler reasonable compensation for the expenses incurred in the course of error analysis and other processing at Vierthaler, unless the client could not have recognized the existence of such an apparent defect even with the necessary care. The amount of the compensation is determined in accordance with §2(3).

(11) Maintenance and Support Services. Services such as setup, installation, instruction, training, maintenance of the operating system software and standard drivers, as well as the maintenance and repair of goods, require a separate agreement between the parties in an individual contract. If the client has directly concluded maintenance, support, or support agreements with the manufacturer or manufacturers of the goods supplied by Vierthaler—also in the case of Vierthaler mediating such maintenance, support, or support agreements—the parties can also specify in an



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individual contract that Vierthaler supports the client in communication with a manufacturer or multiple manufacturers.

§8 Change Request

(1) Change Request. The client can request a change or addition to the services agreed upon under an individual contract in writing at any time, which the client deems necessary or useful ("Change Request"). The client may request that Vierthaler suspend the services under an individual contract until a decision is made on the implementation of a Change Request.

(2) Examination by Vierthaler. Vierthaler will examine a Change Request for its technical feasibility within a reasonable time and inform the client of the results of this examination. If, due to the scope of a Change Request or the number of Change Requests from the client, it is unreasonable for Vierthaler to carry out the examination of a Change Request without separate compensation, Vierthaler will promptly inform the client of this. In such a case, the parties will conclude an individual contract for the examination of the Change Request, which will regulate the compensation in particular.

(3) Implementation Proposal. If the Change Request is technically feasible, Vierthaler will submit an implementation proposal to the client for the conclusion or amendment of an individual contract, which should include at least the following information:

(a) Timeframe and milestones (if necessary) for the implementation of the Change Request,

(b) a fixed price or an estimated hour contingent for the implementation of the Change Request,

(c) effects of the implementation on the usability of the systems,

(d) any effects of the implementation of the Change Request on ongoing compensation (e.g., foreseeable higher effort for agreed monitoring of the systems).

(4) Individual Contract for Implementation. If the client accepts Vierthaler's implementation proposal for the Change Request, a new individual contract for the implementation of the changes will be concluded or an existing individual contract will be supplemented for the implementation of the Change Request. If the client does not accept Vierthaler's implementation proposal for the Change Request, the services under the relevant individual contract will continue unchanged.



§9 Client's Cooperation

(1) General Cooperation Services. The client ensures that all cooperation services necessary for the provision of the services agreed upon in an individual contract are provided in a timely, complete, and cost-free manner for Vierthaler. All cooperation services to be provided by the client are a prerequisite for the contractually compliant provision of services by Vierthaler. If the client does not provide these cooperation services or does not do so in a timely manner, resulting increases in fees or delays will be at the client's expense. Without prejudice to this, Vierthaler is obliged to inform the client in text form of the failure to provide necessary cooperation services and the expected effects of this failure.

(2) Infrastructural Cooperation Services. The client ensures access to its systems for Vierthaler, if necessary. Access is provided via a remote connection via VPN for Vierthaler and, if necessary, via workstations at the client's premises, which are adequately equipped with a telephone and DSL connection, access to the systems, as well as access to copiers, printers, fax machines, and meeting rooms. If the client changes access data or the location of the systems, or if the client operates the systems in an environment other than the previous system environment, the client will inform Vierthaler of this in text form. If access to systems by Vierthaler is not possible via a remote connection due to a breach of the client's obligation to provide information and, as a result, an on-site assignment at the client's premises is required, Vierthaler will charge for this according to the provisions of the respective individual contract, in the absence of such provisions, at reasonable conditions.

(3) Reporting of Errors. The client will report errors to Vierthaler, regardless of whether these errors are defects or not, stating the following information: (a) in which module the error occurred; (b) the steps during which the error occurred or caused the error; (c) the description of the error using screenshots, logs, or similar evidence; (d) date and time of error detection; (e) information on reproducibility (Yes/No). The client will support Vierthaler in error handling, for example, by providing test cases and/or test data, providing error logs, screen shots, etc., beyond the information provided at the time of error reporting, which Vierthaler requests from the client during error handling.

(4) Contact Persons. The client will designate the person(s) for concluding individual contracts and, unless otherwise specified, for the execution of each individual contract who is authorized to clarify technical or commercial questions for the client. The exchange of such a contact person must be promptly notified to Vierthaler in writing. Until such written notification, the designated person(s) will continue to be considered authorized. Furthermore, for simplified contract conclusion, all persons on the client's side are considered authorized to whom the client grants access to the communication means suitable for simplified contract conclusion (especially, but not exclusively, a ticket system), unless the client explicitly informs Vierthaler otherwise in writing.

(5) Billing Information. The client will promptly notify Vierthaler of any changes to its billing information, especially its company name or billing address, as well as any order or reference



numbers or similar information assigned and needed by the client for order processing, no later than 30 days after the change in writing. Failure to provide such notice within the aforementioned period will be at the expense of the client.

§10 Remuneration; Payment Terms; Offset

(1) Remuneration. The remuneration for Vierthaler, including all ancillary costs and any discounts and discounts granted, will be determined by the parties for the services agreed under each individual contract. In particular, the parties will agree on whether remuneration is based on effort or whether the services are provided for a fixed price fee. Purchase prices will be specified in each case in an offer from Vierthaler.

(2) Billing for Fixed Prices. Vierthaler will invoice fixed prices and any agreed installments promptly after the occurrence of the circumstances agreed upon in the individual contract, in the case of sales contracts after the transfer of risk according to § 7(2). This provision also applies to agreed lump-sum remuneration.

(3) Billing for Effort-Based Fees. If an effort-based remuneration is agreed upon in the respective individual contract, Vierthaler will invoice the incurred expenses monthly. Vierthaler will provide the client with an overview of services with the respective efforts in kind and time with the invoice. Invoicing is usually done by the 15th of the month following the month to be billed. The same applies if a lump-sum remuneration is agreed upon for a specific hourly contingent in the individual contract for services that exceed the agreed hourly contingent and are to be remunerated based on effort.

(4) Price Changes. If no fixed price agreement has been made, reasonable price changes due to changed labor, material, and distribution costs for goods deliveries made three (3) months or later after the conclusion of the contract remain reserved.

(5) Payment Period. The payment period for all Vierthaler invoices is 14 days from receipt of the invoice at the billing address specified by the client at the time of contract conclusion or changed according to § 9(5).

(6) Objections. Without prejudice to the parties' agreements on warranty and liability, the client will assert objections to Vierthaler's invoices at the latest within 60 days of their receipt as defined in the preceding paragraph. If no such objection is made, the client is precluded from raising objections due to alleged errors or deficiencies in the invoice.

(7) Default. In the event of late payment, Vierthaler is entitled to demand statutory interest and default cost lump sums. Without prejudice to other rights granted under an individual contract, Vierthaler is also entitled, in the event of late payment, to make future services dependent on an advance payment by the client. In the case of effort-based remunerations, an advance payment can be requested in the amount that corresponds to (a) the average invoice amount of the past twelve



(12) months for the respective individual contract or, if the relevant individual contract does not have such a long term, (b) the average monthly fee calculated from the cost estimate for the respective individual contract.

(8) Taxes and Fees. All fees mentioned in an individual contract are net amounts and must be paid by the client plus any applicable taxes. Bank, transfer, or other fees incurred for payment will be borne by the client.

(9) Obligation to Inform in Case of Increased Effort. If Vierthaler determines during the execution of services under an individual contract that estimated efforts in the individual contract are likely to be exceeded, Vierthaler will promptly inform the client of this. This does not apply if a fixed price for service provision is expressly agreed upon in the individual contract. The client will decide promptly on further proceedings and inform Vierthaler in writing.

(10) Offset. The client can only offset against Vierthaler's claims for remuneration with legally established or acknowledged claims. This does not apply if the client's offsetting claims arise from rectification or completion costs.

§11 Liability

(1) Principle. Vierthaler's liability is unlimited in cases of intentional or grossly negligent actions, in case of injury to life, body, or health, as well as in cases covered by the Product Liability Act.

(2) Limitation of Liability. For otherwise negligent actions, Vierthaler's liability is limited to (a) the amount specified in the individual contract or (b) in the absence of an agreement in the individual contract, to the typically foreseeable damage. Vierthaler is only liable for the breach of obligations, the fulfillment of which is of essential importance for the performance of the contract and on whose compliance the client can rely. Otherwise, Vierthaler's liability is excluded.

(3) Liability for Data Loss. Vierthaler is not liable for the loss of data or programs to the extent that the damage is due to the client's failure to regularly perform data backups, ensuring that lost data or programs can be restored with reasonable effort. This does not apply if Vierthaler was entrusted with data backup for the client under a specific individual contract.

(4) Applicability to Other Persons. The above provisions also apply to the benefit of the legal representatives, employees, and vicarious agents of Vierthaler.

§12 Intellectual Property of the Parties; Confidentiality; Return of Documents

(1) Intellectual Property of Vierthaler. Without prejudice to the granting of usage rights according to §4 of these terms, the client acquires no rights to intellectual property of Vierthaler or third parties used by Vierthaler for service provision, especially for the creation of work results.



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(2) Intellectual Property of the Client. The client grants Vierthaler a simple, unrestricted, free-of-charge usage right, limited to the duration of the respective individual contract, spatially and in terms of content for the purpose of contract performance, to all intellectual property of the client that is provided, transmitted, or otherwise made accessible to Vierthaler for or in the context of service provision under an individual contract by the client or on behalf of the client by a third party.

(3) Standard of Care for Handling Confidential Information. The recipient of information will exercise at least the same care with respect to the confidential information of the information owner as it would with its own confidential information but in no case less than the care that an ordinary merchant would apply.

(4) Usage Restrictions for Confidential Information. The recipient of information will (a) use the confidential information of the information owner exclusively for the purposes and in the manner permitted under an individual contract and (b) restrict access to the confidential information of the information owner to those employees and partners, whether their own or those of affiliated companies or sub-contractors lawfully engaged, for whom (i) knowledge of this confidential information is necessary for the performance of the individual contract in question and (ii) they have undertaken an obligation of confidentiality towards the recipient of information containing no less strict obligations than these terms.

(5) Disclosure of Confidential Information Due to Legal Obligation. The recipient of information may also disclose confidential information of the information owner to third parties if it is obliged to do so under legal provisions or court or official orders. The recipient of information will, if possible, inform the information owner in advance about the impending disclosure in these cases to allow the information owner the opportunity to prevent the disclosure at its own expense as far as possible.

(6) Duration of Obligation. The contractual confidentiality agreement according to the preceding paragraphs 3 to 5 is limited to a period of five years after the end of the respective individual contract.

(7) Return of Documents. The parties must carefully store the documents provided for the fulfillment of an individual contract in mutual interest. Upon request, these documents must be handed over to the other party for its own relief at the end of the contract, or otherwise destroyed after the expiry of existing retention periods.

§13 Term and Termination

(1) Term. The term of an individual contract begins, without prejudice to any deviating agreement in the respective individual contract, with the date of contract conclusion. The individual contract is concluded for (a) the term specified in the individual contract or (b) in the absence of a term determination in the individual contract, for an indefinite period.



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(2) Ordinary Termination. Each party has the right to terminate an individual contract in writing with a notice period of three months to the end of a calendar year vis-à-vis the other party.

(3) Extraordinary Termination. Each party has the right to terminate an individual contract extraordinarily if the continuation of the contractual relationship is no longer reasonable for them. Extraordinary termination must be declared in writing to the other party. A justified extraordinary termination becomes effective immediately upon receipt of the termination declaration. Grounds for an extraordinary termination include, in particular, cases where (a) the terminating party had previously notified the other party of a material breach of contract at least in text form, and this breach of contract has not been remedied within 30 days, or (b) Vierthaler loses the right to provide individual or all services agreed under an individual contract to the client (e.g., due to a loss or restriction of Microsoft partner status).

§14 Dataprotection

(1) Definitions. For the purposes of this §14, the terms "personal data," "controller," "processor," and "processing" have the meanings given to them by the General Data Protection Regulation (GDPR) or other applicable data protection laws.

(2) Data Processing. In the course of providing services under an individual contract, it may be necessary for Vierthaler to (a) process personal data as a (sub-)processor for the client as the controller or processor on its own IT systems or (b) access the client's IT systems in a way that the knowledge of personal data, for which the client is the controller or processes as a processor, cannot be excluded.

(3) Agreement on Data Processing. The processing of personal data by Vierthaler takes place in accordance with a separately concluded agreement on data processing according to Art. 28 GDPR or a corresponding agreement under the applicable data protection laws between the parties.

§15 Place of Performance, Applicable Law, and Jurisdiction

(1) Place of Performance. The place of performance for all services provided by Vierthaler under individual contracts concluded with the client is their registered office unless performance must take place at another location by the nature of the matter.

(2) Applicable Law. These terms are subject to the law of the Federal Republic of Germany, excluding those provisions of German law that provide for the applicability of another statute. The provisions of the UN Convention on Contracts for the International Sale of Goods (CISG) do not apply.



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(3) Jurisdiction. For all disputes arising out of or in connection with these terms, the courts in Munich, Germany (Landgericht München II), have exclusive jurisdiction.

§16 Miscellaneous Provisions

(1) Force Majeure. Neither party is responsible towards the other party for a delayed provision of services or its inability to provide services at all if this delay or impossibility of service provision occurs due to fire, natural disasters, governmental orders, riots, civil unrest, strikes, lockouts, or any other event beyond the control of the respective party and over which it has no influence ("Force Majeure Event"), whether this Force Majeure Event occurs at the party itself or one of its subcontractors. In the event of a Force Majeure Event, the performance period is extended by the period for which the Force Majeure Event persists. Nevertheless, each party is entitled to terminate an individual contract immediately if the same Force Majeure Event lasts for more than eight (8) weeks.

(2) Waiver. The failure of either party to enforce a right or provision from these terms does not constitute a waiver of that right or provision unless expressly stated by that party.

(3) Assignment. An individual contract or the rights and obligations arising from it may not be assigned by either party to a third party without the prior written consent of the other party. Section 354a of the German Commercial Code (HGB) remains unaffected.

(4) Written Form. Any amendment or supplement to these terms is only effective if it is signed in writing by the parties.

(5) Exclusion of General Terms and Conditions. The client's general terms and conditions do not apply. This also applies if Vierthaler does not expressly object to the inclusion of the client's general terms and conditions. If the client's internal organizational policies require, in addition to the written agreement of an individual contract, that the client also generates its own order, the client will ensure, notwithstanding the preceding sentence, that the content of the order does not deviate from the provisions of these terms or an individual contract.

(6) Severability Clause. Should a provision of these terms be or become invalid, void, or unenforceable for any other reason, the contract remains effective in all other respects.

