

## General Terms & Conditions

Last updated: December 7<sup>th</sup>, 2018

### 1. GENERAL

Our General Terms and Conditions of Business shall apply exclusively. We do not recognize any terms and conditions of the customer that conflict with or deviate from our General Terms and Conditions unless we have expressly agreed to their validity in writing. Our General Terms and Conditions shall also apply if we carry out the delivery to the customer without reservation in the knowledge that the customer's terms and conditions conflict with or deviate from our General Terms and Conditions. All agreements made between us and the customer for the purpose of executing this contract are set out in writing in this contract. Our General Terms and Conditions of Business shall only apply to entrepreneurs within the meaning of Section 310 (1) of the German Civil Code (BGB).

### 2. OFFER

Our offer is subject to change unless otherwise stated in the order confirmation.

We reserve the property rights and copyrights to illustrations, drawings, calculations and other documents. This shall also apply to such written documents which are designated as "confidential". The customer must obtain our express written consent before passing them on to third parties.

Our sales employees are not authorized to make verbal subsidiary agreements or to give verbal assurances that go beyond the contents of the written contract.

### 3. PRICES AND TERMS OF PAYMENT

Unless otherwise stated in the order confirmation, our prices shall be payable in cash.

The statutory value added tax is not included in our prices; it will be shown separately in the invoice at the statutory rate on the day of invoicing. The deduction of a discount requires a special written agreement.

Unless otherwise stated in the order confirmation, the purchase price shall be due for payment immediately net (without deduction). The legal regulations concerning the consequences of default in payment shall apply.

The customer shall only be entitled to set-off rights if his counterclaims have been legally established, are undisputed or have been acknowledged by us. In addition, he shall be entitled to exercise a right of retention insofar as his counterclaim is based on the same contractual relationship.

### 4. LEAD TIME

Compliance with our delivery obligation further requires the timely and proper fulfillment of the customer's obligation. We reserve the right to plead non-performance of the contract.

If the customer is in default of acceptance or culpably violates other obligations to cooperate, we shall be entitled to demand compensation for the damage incurred by us in this respect, including any additional expenses. We reserve the right to assert further claims.

If the conditions of paragraph (2) are met, the risk of accidental loss or accidental deterioration of the purchased goods shall pass to the customer at the point in time at which the customer is in default of acceptance or debtor's delay. default of acceptance or debtor's delay.

We shall be liable in accordance with the statutory provisions insofar as the

underlying purchase contract is a transaction for delivery by a fixed date within the meaning of Section 286 (2) No. 4 of the German Civil Code (BGB) or Section 376 of the German Commercial Code (HGB). We shall also be liable in accordance with the statutory provisions if, as a consequence of a delay in delivery for which we are responsible, the customer can justifiably claim that its interest in the further performance of the contract has ceased to exist.

Furthermore, we shall be liable in accordance with the statutory provisions insofar as the delay in delivery is due to an intentional or grossly negligent

or grossly negligent breach of contract for which we are responsible; any fault on the part of our representatives or vicarious agents shall be attributed to us. We shall also be liable in accordance with the statutory provisions insofar as the delay in delivery for which we are responsible is based on the culpable breach of a material contractual obligation; in this case, however, the liability for damages shall be limited to the foreseeable, typically occurring damage. In all other respects, liability is excluded.

Further legal claims and rights of the customer remain reserved.

### 5. TRANSFER OF RISK

Unless otherwise stated in the order confirmation, delivery "ex works" is agreed.

Transport packaging and all other packaging in accordance with the packaging regulations will not be taken back; pallets are excepted. The customer is obliged to dispose of the packaging at his own expense.

If the customer so desires, we shall cover the delivery by transport insurance; the costs incurred in this respect shall be borne by the customer.

### 6. RIGHT OF USE AND DOCUMENTATION

Any standard software supplied by us is protected by copyright. The standard software shall be provided to the customer for use in accordance with the intended purpose after full payment of the remuneration owed.

The scope of the intended use as well as the type and scope of the rights of use result from the contractual agreements. If the contract does not

otherwise agreed in the contract, we grant the customer a non-exclusive, non-transferable right of use. Leasing or distribution of the standard software is not permitted. The customer is entitled to use the software on one computer. Further storage on computers, especially laptops, is not permitted. The copyrights remain with the licensor.

Removal of the proof of origin is not permitted. The removal of copy protection or similar protection mechanisms is only permitted if this protection mechanism impairs or prevents the trouble-free use of the program.

use of the program is impaired or prevented. The user shall bear the burden of proof for the impairment or prevention of trouble-free usability by the protective mechanism.

Insofar as the customer passes the software on to third parties, he shall oblige the third party in writing to comply with the provisions agreed in this contract, to delete the program completely from all computers and to destroy all copies of the software completely.

The customer undertakes to take appropriate technical and organizational measures to ensure that the standard software is used as

use of the standard software as intended is ensured.

Hardware and software is supplied including installation instructions. Operating instructions (user documentation or online help) shall only be supplied insofar as they are necessary for the intended use. The operating instructions and the installation instructions can be made available to the customer electronically at our discretion, unless this is unreasonable for the customer.

The exclusive subject matter of the contract is the sale of the current version of the standard software. Subsequent versions are not subject matter of the contract.

#### **7. SCOPE OF PERFORMANCE AND FUNCTIONS**

The quality and scope of performance of the hardware and software as well as the approved operating environment are determined by the respective product description and additionally by the operating instructions.

Hardware and software are installed and commissioned by the customer.

#### **8. COOPERATION OBLIGATIONS OF THE CUSTOMER**

The customer is obliged to support us as far as necessary and to create in his sphere of operation all conditions necessary for the execution of the order. In particular, he shall provide us with the necessary information and, if required, enable remote access to the customer's system. The customer shall also ensure that expert personnel are available to support us.

The customer is responsible for compliance with the legal and contractual regulations for an export of the delivered hardware and software.

The selection of the programs for the intended application is at the risk of the customer

#### **9. LIABILITY FOR DEFECTS**

Claims for defects on the part of the customer presuppose that the customer has duly fulfilled its obligations to inspect the goods and give notice of defects in accordance with § 377 of the German Commercial Code (HGB).

The customer shall report a defect in writing in a comprehensible and detailed form, stating all information useful for the

-and analysis of the defect in writing. In particular, the work steps which led to the occurrence of the defect, the form of appearance and the effects of the defect shall be stated.

In the event of a defect in the purchased goods, we shall be entitled, at our discretion

we shall be entitled, at our discretion, to subsequent performance in the form of rectification of the defect or delivery of a new item free of defects. In the event of rectification of the defect, we shall be obliged to bear all expenses necessary for the purpose of rectifying the defect, in particular transport, travel, labor and material costs, insofar as these are not increased by the fact that the purchased item has been taken to a place other than the place of performance.

If the subsequent performance fails, the customer shall be entitled, at its option, to demand withdrawal from the contract or a reduction in price. We shall be liable in accordance with the statutory provisions insofar as the

customer asserts claims for damages based on intent or gross negligence, including intent or gross negligence on the part of our representatives or vicarious agents. The same applies to cases of culpable injury to life, limb or health by us as well as our liability under the Product Liability Act.

We shall be liable in accordance with the statutory provisions if we culpably breach a material contractual obligation; in this case, however, our liability for damages shall be limited to the foreseeable, typically occurring damage.

Unless otherwise stipulated above, liability is excluded. liability is excluded.

The limitation period for claims for defects is 12 months, calculated from the transfer of risk.

The limitation period in the event of a delivery recourse according to §§ 478, 479 BGB shall remain unaffected; it shall be five years, calculated from the delivery of the defective item.

#### **10. TOTAL LIABILITY**

Any further liability for damages than provided for in § 9 is excluded - regardless of the legal nature of the asserted claim. This applies in particular to claims for damages arising from culpa in contrahendo, from other breaches of duty or from tortious claims for compensation for property damage pursuant to § 823 BGB.

Insofar as liability for damages against us is excluded or limited, this shall also apply with regard to the personal liability for damages of our employees, representatives and vicarious agents.

#### **11. RETENTION OF TITLE**

We retain title to the purchased item until receipt of all payments under the delivery contract. In the event of conduct by the customer in breach of the contract, in particular in the event of default in payment, we shall be entitled, after issuing a reminder, to take back the object of sale and the customer shall be obliged to surrender it. The taking back of the object of sale by us shall not constitute a withdrawal from the contract unless we have expressly declared this in writing. The seizure of the object of sale by us shall always constitute a withdrawal from the contract. After taking back the object of sale, we shall be entitled to dispose of it; the proceeds of such disposal shall be set off against the customer's liabilities - less reasonable costs of disposal. The customer shall be obliged to treat the object of sale with care; in particular, he shall be obliged to insure it adequately at his own expense against damage by fire, water and theft at its replacement value. If maintenance and inspection work is required, the customer must carry this out in good time at its own expense.

In the event of seizures or other interventions by third parties, the customer must notify us immediately in writing so that we can take legal action in accordance with § 771 of the German Code of Civil Procedure (ZPO). Insofar as the third party is not in a position to reimburse us for the judicial and extrajudicial costs of a lawsuit pursuant to § 771 ZPO, the customer shall be liable for the loss incurred by us.

The customer shall be entitled to resell the object of sale in the ordinary course of business; however, he hereby assigns to us all claims in the amount of the final invoice sum

(including VAT) of our claim, which accrue to him from the resale against his customers or third parties, irrespective of whether the object of sale has been resold without or after processing. The customer shall remain authorized to collect this claim even after the assignment. Our authority to collect the claim ourselves shall remain unaffected. However, we undertake not to collect the claim as long as the customer meets his 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 payments have not been suspended. If this is the case, however, we may demand that the customer informs us of the assigned claims and their debtors, and of all other claims.

and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment.

The processing or transformation of the object of purchase by the shall always be carried out on our behalf. If the object of sale is processed with other objects not belonging to us, we shall acquire co-ownership of the new object in the ratio of the value of the object of sale (final invoice amount, including VAT) to the other processed objects at the time of processing. In all other respects, the same shall apply to the object created by processing as to the object of sale delivered under reservation of title.

If the object of sale is inseparably mixed with other objects not belonging to us, we shall acquire co-ownership of the new object in the ratio of the value of the object of sale (final invoice amount, including VAT) to the other mixed objects at the time of mixing. If the mixing is carried out in such a way that the customer's item is to be regarded as the main item, it shall be deemed to be agreed that the customer transfers co-ownership to us on a pro rata basis. The customer shall hold the sole ownership or co-ownership thus created in safe custody for us.

We undertake to release the securities to which we are entitled at the customer's request insofar as the realizable value of our securities exceeds the claims to be secured by more than 10%; the choice of the securities to be released shall be incumbent on us.  
to be released shall be incumbent upon us.

## **12. PLACE OF JURISDICTION AND PLACE OF PERFORMANCE**

If the customer is a merchant, our place of business shall be the place of jurisdiction; however, we shall also be entitled to sue the customer at the court of his place of residence.

The law of the Federal Republic of Germany shall apply; the UN Convention on Contracts for the International Sale of Goods shall not apply.

# General Terms of Service

Last updated: February 13th, 2019

## 1. GENERAL

The following General Terms and Conditions of Service apply to all services provided by 123erfasst.de GmbH (hereinafter "123erfasst") to customers.

Deviating or conflicting terms and conditions of the customer are the exception and require formal approval by 123erfasst.

## 2. SERVICES

Services include all additional services requested individually for the customer, which are not covered within the scope of support services, which are regulated in the general terms and conditions of maintenance and support.

Services can be provided locally at the customer's site or remotely.

### 2.1 Invoicing of the Services

The invoicing of a service is based on the service rates of a placed order or the order confirmation. Billing shall be based on the actual work performed.

#### 2.1.1 Daily Rate

The daily rate includes a service time of six hours. Additional services are charged at the extended hourly rate per hour or part thereof.

#### 2.1.2 Hourly Rate

Remote services are charged per hour or part thereof, plus a flat rate for setup time

#### 2.1.3 Setup time for remote services

A flat-rate setup time is generally charged for services provided remotely. The setup time includes the technical preparation/post-preparation, among others:

- Set up remote maintenance session
- Collecting access codes
- Compiling documents/ tools/ downloads
- Arrangement of appointments, coordination of requirements

## 2.2 Participants

In the case of a service that is an event with participants, the daily rate/hourly rate applies to a maximum number of five participants on the part of the customer. From the sixth participant, a separate calculation is made according to the respective offer.

## 2.3 Travel Expenses - Travel Time

Travel time is the time required by the 123recorded employee to travel from his/her place of residence/office to the place of performance of the service. The set-up time is already included here. Travel costs for all means of transport as well as the costs for overnight stays will be charged according to the time spent.

## 2.4 Other Allowances

Weekend and holiday bonuses are subject to a supplement of 50% on the rates mentioned under 2.1.1 to 2.1.3.

## 2.5 Appointments

Appointments for the service are usually made after the customer has accepted the offer. In exceptional cases, appointments can also be made verbally in advance. In this case the customer receives a written order confirmation. If he does not contradict this within one working day, the order is considered as accepted, and the appointment is binding.

## 3. SUBCONTRACTORS

In principle, 123erfasst is permitted to entrust subcontractors with duties arising from the contract. The customer may only object to the engagement of subcontractors for good cause. 123erfasst is liable for subcontractors as if they were its own vicarious agents.

## 4. CUSTOMER'S DUTY TO COOPERATE

### 4.1 for events

For events that take place in premises provided by the customer, the customer is responsible for providing the necessary technical equipment as well as a suitable environment. Upon request, the customer will be informed of the specific requirement before the order is executed by 123erfasst. If this is not given and if, for this reason, services cannot be performed or cannot be performed as agreed, the customer shall bear the responsibility for this and the resulting expenses. Liability on the part of 123erfasst is excluded in this case.

### 4.2 in the case of contract programming

The customer is obligated to cooperate in the preparation of the service description and to provide 123erfasst, among other things, with the information of a data processing and project organization nature required for the software adaptation as well as, if applicable, with the hardware on which the software adaptation is to be used later. The customer shall allow 123erfasst remote access to the affected systems at any time upon request. The choice of the tool used for remote maintenance is incumbent upon 123erfasst, which will also provide the necessary licensing. The customer shall grant all required consents and, if necessary, obtain third-party approvals without delay.

## 5. CANCELLATION OF SERVICES

### 5.1 Ausfallgrund liegt bei 123erfasst

Reason for cancellation lies with 123erfasst  
123erfasst and the subcontractors commissioned by 123erfasst may cancel a service performance if it has to be cancelled due to illness of the scheduled employee or for technical reasons (e.g., failure of the presentation hardware). In this case, only fees already paid will be refunded.

Any further claims are excluded. In the event of a cancellation, 123erfasst will make every effort to entrust another suitable employee with the implementation of the service measure and/or to reschedule it for another date.

### **5.2 Reason for cancellation lies neither with 123erfasst nor with the customer.**

If the service is cancelled due to force majeure or other unforeseeable events for which 123erfasst is not responsible, the customer is not entitled to a refund of any fees already paid. Likewise, 123erfasst is not liable in these cases for the reimbursement of travel and/or accommodation costs.

### **5.3 Reason for cancellation lies with the customer**

If the service is cancelled by the customer up to 14 calendar days before the start of the appointment, this is free of charge. In the event of cancellation by the customer up to 7 calendar days before the start of the appointment, a charge of 50% of the anticipated costs according to the offer will be made. Regardless of the aforementioned deadlines, external costs due to cancellation and rebooking will be charged at 100%. Cancellations at short notice will be charged in the full amount of the expected costs according to the offer. The customer can, however, provide evidence that the actual loss was lower at 123erfasst.

## **6. CUSTOM PROGRAMMING**

### **6.1 Scope of Services**

The scope of the service is based on the service description, which is attached to the offer as an appendix. The service description will be prepared in advance by 123erfasst together with the customer. The customer must formally approve it. 123erfasst does not owe any additional functionality of the software adaptation.

### **6.2 Subsequent Change Requests**

Change requests by the customer regarding the scope of functions, the software structure, the screen design or other features after the conclusion of the contract shall only become part of the order if 123erfasst expressly agrees to them in writing.

### **6.3 Use of the Software Adaptation**

The customer shall be granted the rights of use to the software adaptation in accordance with the transfer agreement for the standard software.

6.3.1 .With regard to any third-party software brought in, the corresponding license terms of the respective manufacturer shall apply. These license conditions shall be communicated prior to the conclusion of the contract and shall become part of the contract upon conclusion of the contract.

6.3.2 123erfasst is entitled to use and exploit the software adaptation and any know-how arising in connection with its development in any other way, including against remuneration, without any restrictions.

### **6.4 Claims for Defects**

6.4.1 . In the event of a defective delivery, 123erfasst is entitled, at its option, to remedy the defect free of charge or to replace the software adaptation. The error evaluation shall take place at the registered office of 123erfasst

6.4.2 The customer shall support 123erfasst in troubleshooting, in particular, he shall be obligated to observe the symptoms that have occurred as well as the software and hardware environment in accordance with the specifications of 123erfasst, to document the errors and to provide them to 123erfasst in text form. In addition, the customer shall grant 123erfasst direct or remote access to its hardware and computer programs. If troubleshooting is made more difficult due to the customer and/or if technical access is not possible or only possible under difficult conditions, the customer shall bear the additional costs incurred as a result.

6.4.3 As far as the software adaptation delivered by 123erfasst contains data collections, in particular prices, measured values as well as size and quantity specifications, these data are non-binding sample data for which there is no claim to correctness and/or completeness. Incorrect data therefore do not constitute a defect and do not entitle the customer to rectify defects.

6.4.4 . If the errors that occur are due to circumstances for which 123erfasst is not responsible, the liability for defects shall not apply. This applies, for example, in the case of malfunctions due to the use of unsuitable operating material (e.g. hardware, operating system, etc.) or if the customer has not complied with the installation requirements. Furthermore, the liability for defects shall not apply if the customer has made changes and/or interventions in the software adaptation, unless the customer proves in connection with the error message that the intervention was not the cause of the error. This does not grant the customer any right to edit the software adaptation.

6.4.5 If the repair or replacement delivery finally fails, the customer shall be entitled to a reduction of the remuneration or to rescission of the software customization contract. In the event of a rescission of the contract, the customer is obligated to send all copies of the software customization, including any original data carriers, including any modified copies, to 123erfasst or, at the request of 123erfasst, to destroy them at the customer's expense.

6.4.6 There shall be no entitlement to support and maintenance services for software adaptations and customer-specific facilities. Inclusion is to be negotiated on a case-by-case basis and requires the formal consent of both parties.

### **6.5 Liability**

123erfasst shall be liable without limitation

- for intent or gross negligence,
- for injury to life, limb or health,
- in accordance with the provisions of the Product Liability Act as well as
- to the extent of a guarantee assumed by the contractor.

6.5.2 In the event of a slightly negligent breach of an obligation that is essential for achieving the purpose of the contract (cardinal obligation), the liability of the 123erfasst shall be limited to the amount of the damage that is foreseeable and typical for the type of transaction in question.

6.5.3 123erfasst shall be liable for the loss of data only up to the amount that would have been incurred to restore the data if the customer had properly and regularly backed up the data would have been incurred.

6.5.4 123erfasst shall have no further liability.

6.5.5 The above limitation of liability shall also apply to the personal liability of the contractor's employees, representatives, and other bodies.

## 7. REMUNERATION

### 7.1 Prices

All prices are net amounts. The prices do not include the statutory value added tax.

### 7.2 Invoicing and Payment

Unless otherwise agreed, invoices shall be due for payment within 14 (fourteen) days after receipt of the invoice.

### 7.3 Retention of Title

Ownership of delivered goods including software and software adaptations - including those provided by means of remote data transmission - shall not pass to the customer until all claims owed by the customer have been paid in full. The customer is not entitled to dispose of the goods until full payment of the claims owed.

In the event of default in payment or other significant breaches of contract by the customer, 123erfasst is entitled to demand that the customer surrender the goods subject to retention of title even if 123erfasst does not withdraw from the contract. In the case of software, the deletion on the hardware used may be under corresponding

## 8. SECRECY

The contracting parties undertake to keep secret for an unlimited period of time all information to which they have access in connection with this contract and which is designated as confidential or is identifiable as business or trade secrets on the basis of other circumstances and, unless required to achieve the purpose of the contract, not to record it or pass it on to third parties or exploit it in any way. The same shall apply to personal data covered by the provisions of data protection law.

## 9. SEVERABILITY CLAUSE

Should individual provisions of these terms and conditions be invalid or unenforceable or become invalid or unenforceable after conclusion of the contract, the validity of the remaining provisions shall remain unaffected. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision whose effects come as close as possible to the economic objective pursued by the contracting parties with the invalid or unenforceable provision.

## General Conditions for Maintenance

Last updated: January 1st, 2019

### 1. GENERAL

123erfasst.de GmbH (hereinafter "123erfasst") shall maintain and service the contractual software specified in more detail in either a project or software purchase agreement with the customer only on the basis of the following general terms and conditions.

Any deviating or conflicting terms and conditions of the customer shall not be recognized by 123erfasst unless 123erfasst expressly agrees to such deviating terms and conditions. The following terms and conditions shall also apply also apply to subsequent maintenance and service orders placed by the customer with 123erfasst without the need to agree to them again.

### 2. MAINTENANCE SERVICES; DELIVERY OF UPDATES; USER DOCUMENTATION; TROUBLESHOOTING

Unless otherwise expressly agreed between the parties, 123erfasst undertakes during the term of a maintenance and support agreement concluded between the parties or a separate maintenance and support agreement within a software purchase or project contract exclusively to provide the following maintenance, support and services:

123erfasst will provide the customer with updated versions of the software (updates), as well as new or revised versions of the user documentation belonging to the software, to the extent necessary in the individual case. 123erfasst determines the time and content of the updates at its own discretion.

123erfasst shall be at the customer's disposal with regard to the handling of 123erfasst will assist the customer with regard to the handling of errors in the software (error handling), insofar as these errors have not occurred due to improper use of the software by the customer or by third parties. The consulting services are limited to instructions for error correction and error avoidance.

Error handling is primarily done by e-mail, otherwise via telephone support from 123erfasst. The telephone support of 123erfasst is available on weekdays from Monday to Friday during the usual business hours of 123erfasst. E-mails will only be answered within the normal business hours of 123erfasst. Within the normal scope of maintenance and support, there is no on-site service by 123erfasst to process errors reported by the customer. Error processing by 123erfasst is limited to the current version of the software; earlier software versions will not be serviced with regard to the processing of errors.

### 3. METHOD OF DELIVERY OF UPDATES; DATA SECURITY

123erfasst will send the updates to the customer on a suitable data carrier or by remote data transmission. It is at the discretion of 123erfasst at what intervals updates will be developed. Likewise, it is at the discretion of 123erfasst whether functionalities and modules of the software are retained, modified, reduced or extended.

123erfasst points out that before installing updates, data must be backed up in order to avoid data loss, especially for data created with the software (e.g. project data). Any liability for the loss of data that has not been backed up is excluded on the part of 123erfasst.

### 4. MAINTENANCE FEES, ADDITIONAL COSTS

The amount of the maintenance and service fees shall be governed by a separate project contract or a separate software maintenance contract or a separate agreement within a software purchase contract between the parties. If the customer obligates 123erfasst by separate order to perform maintenance and support services that are not covered by clause 2 of these maintenance and support conditions, a separate contractual relationship shall arise with the proviso that the services performed by 123erfasst in this context plus all incidental costs incurred shall be remunerated separately. In case of doubt, the amount of the remuneration shall be based on the 123erfasst service price list applicable at the time the order is placed.

In the first year, the maintenance and servicing fees shall be calculated from the first of the month following the commencement of the contract until the end of the calendar year. Thereafter, the maintenance and service fees will be charged for 12 months in advance.

If the customer is in default of payment, 123erfasst is entitled to discontinue its maintenance and service activities until all due payments have been settled.

maintenance and services until all due payments have been settled. This does not affect any other rights of 123erfasst resulting from the delay

- in particular compensation for damages, rescission, termination - shall remain unaffected.

unaffected.

All invoices shall be due for payment within 14 days after receipt by the customer.

Unless otherwise agreed, all prices for maintenance and support services and ancillary costs of 123erfasst are subject to the applicable statutory value-added tax.

The customer may only exercise a right of retention if his counterclaim is based on the same contractual relationship or is recognized by 123erfasst.

### 5. CUSTOMER'S OBLIGATIONS TO COOPERATE

The customer shall support 123erfasst in every respect in the fulfillment of the contractual maintenance, care and service obligations comprehensively and free of charge.

In the event of error processing, the customer shall support 123erfasst to the best of his ability in the search for the cause of the error and, if necessary

and, if necessary, encourage his employees or third parties commissioned by him to cooperate with the employees of 123erfasst. To this end, the customer shall, in particular, observe the symptoms that have occurred as well as the system and hardware environment and, at the request of 123erfasst, document the errors sufficiently and comprehensibly and, if necessary, provide 123erfasst with further relevant information (number of users affected;

description of the system and hardware environment; simultaneously loaded software) in text form.

Since 123erfasst's error handling is always limited to the current version of the software, the customer is required to install any new version of the software provided to him immediately after delivery.

#### **6. COPYRIGHTS OF USE**

With regard to the scope of the granting of rights of use to the Updates delivered, the provisions according to the project or software purchase agreement shall apply analogously. In all other respects, the statutory provisions shall apply. Use of the old and new versions of the Software at the Customer's premises shall only be permissible if this does not create the possibility of simultaneous multiple use of the new and old versions which exceeds the agreed scope of the granting of rights of use to the initial version of the software.

#### **7. COMPENSATION FOR DAMAGES**

With regard to 123erfasst's obligation to pay damages, the provisions of Section 9 of the General Terms and Conditions of 123erfasst.de GmbH shall apply accordingly.

#### **8. CONTRACT DURATION**

The contract for the use of maintenance, support and services shall commence on the first day of the calendar month following the commissioning of maintenance, support and services or, in the case of preceding delivery of the software, following the delivery of the software, unless otherwise agreed.

Unless otherwise explicitly agreed, the contract shall be concluded for an indefinite period. It can be terminated with a notice period of 3 months to the end of each calendar year. The contract may be terminated for cause without notice. 123Covers is entitled to terminate the contract without notice for good cause in particular in the case of copyright infringements by the customer and in the event of persistent default of payment by the customer.

Any termination by one party must be in writing.

#### **9. OTHER**

All agreements which contain an amendment, supplement or concretization of these contractual conditions, as well as special assurances and agreements, must be recorded in writing. The foregoing shall also apply to the written form requirement itself.

With regard to all legal relationships arising from this contractual relationship, the parties agree that the law of the Federal Republic of Germany shall apply. The exclusive place of jurisdiction is - to the extent permitted by law - the court with subject-matter jurisdiction at the registered office of 123erfasst. However, 123erfasst is also entitled to bring an action at the customer's place of business.

If individual provisions of these General Terms and Conditions of Service and Maintenance are ineffective or their effectiveness is

effectiveness due to a circumstance that occurs at a later date, the effectiveness of the rest of the terms and conditions of service and maintenance shall remain unaffected. The invalid provisions shall be replaced by provisions that come as close as possible to what the contracting parties would have intended if they had considered the point in question. The same shall apply to gaps in the terms and conditions of maintenance and care.