SLASCONE

General Terms and Conditions

November 2026

1. CONTRACTUAL BASIS

1.1 The parties to this contract are SLASCONE GmbH (registered in the commercial register of the Berlin District Court under registration No. HRB 174522; hereinafter "Provider") and Customer. Provider and Customer may be also referred to herein collectively as the "Parties" and individually as a "Party".

1.2 The language of the contract shall be English. All communications regarding the contract shall be in English.

1.3 Any special terms and conditions agreed upon by the Parties in writing – whether at the time of conclusion of the contract or afterwards – shall always take precedence over the provisions of these General Terms and Conditions.

2. COMPENSATION, PAYMENT, SERVICE PROTECTION, DEADLINES

2.1 Provider's compensation normally comprises net prices plus statutory value-added tax imposed thereon. The compensation and any other amounts payable under the contract shall be invoiced by Provider on a monthly basis. Where services are remunerated on the basis of their actual usage by Customer, Provider's invoices will be accompanied by relevant documentation evidencing the nature and duration of such usage.

2.2 Invoices are sent in electronic form only. The Customer must provide Provider with at least two valid email addresses, for invoicing purposes.

2.3 Customer must pay Provider's invoices within thirty (30) calendar days from receipt. All fees and other amounts payable under the contract are exclusive of value added tax, sales tax, use tax, withholding tax, and similar indirect taxes, which shall be borne by Customer where applicable. Provider shall be responsible for taxes based on its own net income. If Customer is required by law to withhold or deduct any tax from a payment due under the contract, Customer shall do so only to the extent legally required and shall provide Provider with appropriate documentation of such withholding. The Parties shall reasonably cooperate regarding applicable tax forms and treaty relief where relevant.

2.4 The Customer may offset or withhold payments due to defects only if all of the following conditions are met: (a) Customer has a claim against Provider arising out of a material defect or defective title related to services; and (b) the claim is not time barred; and (c) the claim is undisputed or has been established in a legally binding way, that is through a court order or arbitral award.

2.5 If Customer fails to pay, in whole or in part, any amount owed due under this contract, by the stipulated payment date, Provider will send Customer a reminder notice in electronic form ("first reminder"). If Provider does not receive full payment of the delayed amounts within 30 calendar days from the receipt by Customer of the first reminder Provider shall send a second reminder for payment in electronic form ("second reminder"). If Provider does not receive full payment of the delayed amounts within 15 calendar days from the receipt by Customer of the second reminder, Provider will be entitled to suspend Customer's access to all services, without further notice being required. Such suspension shall not release Customer of its contractual obligations nor of its obligation to pay the compensation that corresponds to the suspension period. Services can be resumed, only as soon as all due amounts have been paid by Customer in full.

2.6 In addition to the above, if Customer fails to pay any amount due under the contract before the receipt of the second reminder, Provider shall be entitled to revoke agreed payment terms for any or all future payments and to render any future services only against advance payment or security (in the form of a performance guarantee on first demand) issued by a credit institution or credit insurer licensed to do business in the European Union. As regards services of a continuous nature which are chargeable on a recurring basis, the advance payment or the performance guarantee shall cover the full amount payable for the applicable billing period. For one-off services the advance payment or the performance guarantee shall cover the full amount of the compensation payable for such services. § 321 of the German Civil Code and § 112 of the German Insolvency Law – where applicable - remain unaffected.

2.7 No service deadline shall be fixed and binding unless this has been explicitly agreed in writing by the Parties. Provider remains responsible for its subcontractors engaged by Provider in connection with the performance of the contract. However, Provider shall not be liable for delays or failures to perform to the extent such delays or failures are caused by third-party services, systems, infrastructure, or other dependencies not under Provider's reasonable control.

2.8 Provider may increase the compensation not earlier than 36 months after the date of the execution of the contract. Further increases can follow not earlier than 12 months after each immediately preceding increase has become effective. An increase shall become effective 3 months after such has been notified to Customer. Customer will be entitled to terminate the contract in the event of a compensation increase of more than 18%, termination being effective on the day when this increase is to come into effect. Customer must exercise such right of termination by giving Provider written notice thereof at least 30 calendar days before the date on which the increase is to come into effect, otherwise Customer shall be deemed to have irrevocably accepted the increase and will not be entitled to dispute such and/or terminate the contract for this reason.

2.9 Only active (non-expired) licenses are counted toward the total number of license seats, irrespective of license type.

The number of license seats attributable to each license is calculated based on the applicable license type as follows:

- **Named device licenses**: 1 token counts as 1 license seat.
- **Floating device licenses**: 1 token counts as 3 license seats.
- **Named user licenses**: 1 user counts as 1 license seat.
- **Floating user licenses**: 1 user counts as 3 license seats.

Floating limitations: Each floating limitation unit assigned to a license counts as 3 additional license seats. Floating limitation units are counted separately and in addition to the license seats attributable to the underlying license. Where a license contains multiple floating limitations, the units of each floating limitation are counted separately.

Examples:

- A named device license with 1 token and
  - a floating limitation of 5 units
  - a second floating limitation of 4 units

  counts as 28 license seats: 1 seat for the tokens, 15 seats for the first floating limitation and 12 seats for the second floating limitation.
- A floating device license with 8 tokens and
  - a floating limitation of 5 units
  - a second floating limitation of 4 units

  counts as 51 license seats: 24 seats for the tokens, 15 seats for the first floating limitation plus 12 seats for the second floating limitation.

3. CONTRACT DURATION AND TERMINATION

3.1 The contractually agreed services shall be provided by Provider from the date specified in the contract and until the expiry of the minimum term set forth below. The Parties hereby waive their right to an ordinary termination of the contract during this minimum term.

3.2 The minimum term of the contract shall be 12 months.

3.3 At the expiry of the minimum term, the contract shall be automatically extended for successive periods of 12 months, unless either Party has exercised its right to an ordinary termination of the contract by giving the other Party a notice to this effect at least 3 months before the expiry of the minimum term or of the respective extension period.

3.4 Each Party's right under the law to extraordinary termination for serious cause remains unaffected.

3.5 Every notice of termination must be in written form or in electronic form using a digital signature compliant with § 126a BGB in order to be effective. Section 20.4 applies.

3.6 Within thirty (30) calendar days as of the expiry or termination of the contract, Customer may request that all of its data uploaded to the software or being in the possession of Provider are returned to Customer or deleted. If Customer does not exercise the right to choose between return or deletion of the data as per previous sentence, Provider shall bear no liability as regards such data and shall be entitled, after the lapse of the aforementioned thirty (30) calendar day period, to permanently erase any data uploaded to the software by or on behalf of Customer, as well as any data otherwise in Provider's possession.

4. COLLABORATION, OBLIGATIONS TO COOPERATE, CONFIDENTIALITY

4.1 Customer is obliged to support Provider as necessary and create all the required conditions, lying within Customer's sphere of operations, for the proper performance of the contract. To this end, Customer shall provide to Provider all required information for the provision of the services and for the management of the contract, and shall grant Provider with remote access to Customer's Azure system (where applicable). Customer shall furthermore ensure that qualified staff members are available to support Provider where this is required for the provision of the services. Insofar as the contract contains agreements that services can be provided at Customer's site, Customer shall make available to Provider adequate workstations and work equipment, free of charge, at Provider's request. Provider shall bear no liability for delays or failure to provide the services or otherwise perform where such delays or failure are attributable to Customer's not complying with what is set out in this paragraph.

4.2 Customer shall immediately report to Provider any defects in the services in a comprehensible and detailed manner and in writing. All defect reports must include all information useful for defect identification and analysis, that is, indicatively, the work steps which led to the emergence of the defect, how was the defect detected and the consequences of the defect. Provider's relevant forms and procedures shall be used for this purpose, unless otherwise agreed in writing by the Parties.

4.3 Upon request, Customer shall appropriately assist Provider in reviewing and asserting claims against third parties involved in the provision of the services where those third parties have a binding legal relationship through a contract or agreement. This applies especially to recourse claims by Provider against its own suppliers.

4.4 Each Party shall keep the other Party's Confidential Information secret and confidential and shall not – without the other Party's prior written consent - disclose it to any person except to such limited group of its employees and – if permitted by the contract – third parties with a valid contract or agreement, whose duties give them a need to know such Confidential Information. Each Party shall ensure that any employee and third party to whom it discloses any Confidential Information in accordance with the contract has duly committed to be bound by the provisions of confidentiality set forth in this section. The obligations set out in this section shall apply during the term of contract and for a period of five years after expiry or termination of the contract for any reason whatsoever. "Confidential Information" means any information relating to the business (for example and not limited to proprietary and trade secret, technical information, technical plans) of either Party and to the identity and business of either Party's clients and potential clients and which both Parties regard, or could reasonably be expected to regard as confidential, whether or not marked or characterized as "confidential". The term "Confidential Information" covers also Provider's software and relevant documentation and presentations, or any part thereof.

4.5 Where a party uses ordinary email without transport or end-to-end encryption for non-sensitive communication, that party accepts the customary residual risks, unless a higher security standard has been agreed for the relevant communication.

4.6 Customer shall indemnify, defend, and hold Provider harmless against third-party claims and the related damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, to the extent arising out of Customer's unlawful use of the services or Customer's use of the services in material breach of the contract. This indemnity shall not apply to the extent the relevant claim is caused by Provider.

5. HOSTING

5.1 The services shall be provided via software which runs in Microsoft Azure data centers only.

5.2 Customer can use its own Microsoft Azure subscription. In this case, (a) Customer shall bear and settle directly all costs related to Microsoft Azure; and (b) shall make available to Provider a dedicated Microsoft Azure resource group and corresponding administrative access, in accordance with the specifications set by Provider, as such shall be updated and communicated by Provider to Customer from time to time. This resource group shall be used exclusively for the operation of Provider's software. Customer may not change the content of this resource group without prior consultation with Provider. Provider shall bear no liability if the content of this resource group is changed by Customer or otherwise without Provider's prior written agreement, as well as in the event that this resource group is not in compliance with the specifications set by Provider.

6. SCOPE OF SERVICES

6.1 The scope of the contractual services, the intended use and the conditions of use of the services shall result from, and be interpreted in the following order of precedence:
a) the applicable Order Form, quotation, contract, subscription confirmation, trial confirmation, or other written agreement of the Parties, including the selected Edition and any agreed add-ons or special terms;
b) these General Terms and Conditions; and
c) the online documentation for the software as made available by Provider at the time of conclusion of the contract.

6.2 "Edition" means the subscription tier selected by Customer in the applicable written agreement of the Parties, such as Basic, Silver, Gold, or Enterprise. Unless expressly agreed otherwise in writing, the selected Edition determines the contractually included service scope and the edition-specific commercial and technical parameters of the services, including in particular the included License Seat allowance, API usage limits, log retention, and any other applicable entitlements, restrictions, or usage limits assigned by Provider to that Edition at the time of conclusion of the contract.

6.3 To the extent that the applicable written agreement of the Parties expressly refers to a pricing page, product page, edition overview, offer attachment, or similar description made available by Provider, such reference shall mean solely the version of that description as made available by Provider at the time of conclusion of the contract, and not any later amended version, unless the Parties expressly agree otherwise in writing.

6.4 Provider may update the online documentation from time to time, in particular to reflect technical developments, security requirements, operational changes, corrections, clarifications, and enhancements of the software. Such updates to the online documentation shall not, by themselves, materially reduce the contractually agreed core functionality of the selected Edition or substantially impair Customer's intended contractual use of the services.

6.5 The online documentation serves to describe the operation, use, technical requirements, interfaces, and current functional details of the software. The online documentation does not by itself expand the contractual scope of services beyond the agreed Edition and other expressly agreed contractual terms.

6.6 In the event of any conflict between the documents referred to in Section 6.1, the document with the higher priority shall prevail. Individual written agreements of the Parties shall prevail over these General Terms and Conditions, and these General Terms and Conditions shall prevail over the online documentation, unless expressly agreed otherwise in writing.

6.7 Provider is not obliged to provide any additional service description, product specification, or documentation beyond the documentation made available by Provider in the ordinary course of business, unless expressly agreed otherwise in writing.

7. PROFESSIONAL SERVICES (CUSTOMIZING)

7.1 Where this has been agreed by the Parties in writing, Provider will render additional professional services through suitable staff members. Customer has no claim to request that the services are provided by specific employees of Provider.

7.2 Provider shall determine the way services are rendered, unless agreed otherwise.

7.3 Customer is not authorized to issue instructions to Provider's employees involved in rendering services.

7.4 If Provider must present the results of the provision of the services in writing, only the written presentation is conclusive and definitive.

7.5 Customer ensures that the contact person appointed by Customer timely provides to Provider with documents, information and data needed for providing the services. Customer must ensure that these documents, information and data are complete, correct and up-to-date. Provider may rely on the assumption that these documents, information and data are complete, accurate and up to date, and shall not be liable in the event that such assumption is proven to be false. However, although Provider shall not be obliged to examine such documents, information and data as to their completeness, accuracy and up to date status, in the event it reasonably determines that any of such documents, information and data is incomplete, inaccurate or not up to date, it shall be entitled to request that Customer takes required corrective action with no further delay.

7.6 In this regard, Customer shall monitor service provision by Provider.

7.7 As regards the service results delivered by Provider to Customer within the scope of the contract, Provider grants Customer a non-exclusive and non-transferable right to use these results in perpetuity for Customer's own internal purposes within the contractually intended context, unless agreed otherwise.

7.8 Except as otherwise explicitly agreed in writing, all rights, title, and interest, including all Intellectual Property Rights, in and to the services, the software used to provide the services, any professional service results, deliverables, configurations, templates, scripts, documentation, concepts, methods, know-how, developments, modifications, improvements, and anything else delivered or made available by Provider to Customer under or in relation to the contract shall remain with Provider. Customer receives only the rights of use expressly granted under the contract.

7.9 Expenditures are considered approved and payable by Customer to Provider, if Customer does not dispute such in writing and in detail within 21 calendar days of receipt of the relevant evidence from Provider.

7.10 Subject to what is set out in the last sentence of this paragraph 7.10, if a service is not provided in compliance with the contract and Provider is responsible for this ("service Disruption"), Provider is obliged to use commercially reasonable efforts to take remedial action and provide the service to Customer in compliance with the contract within a reasonable period and without additional cost to the Customer. This obligation of Provider exists only (a) if Customer has notified Provider of the service disruption in writing and without delay, but no later than by the end of two weeks after acquiring knowledge thereof, unless agreed otherwise, and (b) due performance does not entail disproportionate expenditure for the Provider.

7.11 Section 16 applies to any further claims for compensation of expenditure and damage.

8. SOFTWARE UPDATES

8.1 Provider may make available updated versions of the software. Routine maintenance releases, patches, bug fixes, and security updates may be deployed without prior notice. Where reasonably practicable, Provider shall notify Customer in advance of material changes affecting core functionality or Customer workflows.

8.2 Provider employs monitoring in order to identify performance peaks and bottlenecks and adjust or (in the event of Section 5.2) requests that Customer adjust the sizing of Microsoft Azure resources accordingly (cost optimization), even if Section 5.2 applies.

8.3 Provider will inform Customer without undue delay when the software can no longer be regularly developed or updated.

8.4 Provider is entitled to change, extend and further develop the software, including the online documentation, at its own discretion, provided that the contractual functional scope of the software is essentially retained and changes do not hinder the contractual and intended use of the software by Customer.

8.5 The right to change the software also includes the right to remove functions that are not essential or are no longer essential for the contractual use of the software. Such changes shall be notified to Customer at least 6 months in advance. Customer must review the changes and immediately inform Provider in writing if such changes will not allow use of the software for the intended and contractually agreed purpose. If Customer fails to so notify Provider within three months from having been notified of the changes, then such changes shall be considered accepted by Customer.

9. AVAILABILITY

9.1 Subject to Sections 9.2 to 9.5, Provider shall use commercially reasonable efforts to make the production version of the software and the services based on it available with a monthly availability of 99.95%.

9.2 "Availability" means the percentage of total minutes in a calendar month during which the production service is available for access and use by Customer at the internet service interface. A service shall be deemed unavailable only if there is a complete loss of the material core functionality of the production service for all Users of Customer, excluding scheduled maintenance and the events described in Section 9.3.

9.3 Availability shall not be deemed reduced by any unavailability, suspension, degradation, error or other interruption caused in whole or in part by:
(a) scheduled maintenance notified in advance by Provider;
(b) emergency maintenance;
(c) Microsoft Azure resources or other third-party services, systems or infrastructure not under Provider's control;
(d) failures of Customer's systems, networks, internet connectivity, configuration, or Customer-provided Microsoft Azure subscription or resource group;
(e) misuse of the services, use contrary to the contract or documentation, or unauthorized modifications by Customer or third parties;
(f) force majeure or other events beyond Provider's reasonable control; or
(g) lawful suspension of the services under the contract.

9.4 Provider may perform scheduled maintenance outside core business hours. To the extent reasonably practicable, Provider shall notify Customer in advance of scheduled maintenance.

9.5 The availability level set out in Section 9.1 describes the agreed service level of the services. Failure to meet such availability level shall not give rise to any separate service credit, penalty, or independent compensation claim, unless expressly agreed otherwise in writing. Any rights and remedies of Customer shall be governed exclusively by the applicable provisions of this Agreement, including the agreed exclusions and limitations of liability.

10. PERMITTED USE, INTELLECTUAL PROPERTY AND RESTRICTIONS

10.1 The contractual services may be accessed and used only by Customer, for Customer's own internal business operations, and only for the purposes agreed in the contract. For the entire term of the contract, Customer may access the contractual services by means of telecommunication via the Internet and use the functionality associated with the software in a contractually compliant manner by means of a browser or other appropriate application. Any further use requires Provider's prior written consent.

10.2 Software or parts of it may not be copied, sold, transferred temporarily, leased or loaned by Customer.

10.3 Provider is entitled to take appropriate technical measures to prevent use of the services in violation of the contract, on the condition such measures do not materially impair contractually compliant use of the services.

10.4 In case of any contract violation by a specific user, Customer is obliged to supply Provider with any available information that Provider may request in order to support Provider's claims against such user, without this releasing Customer of or limiting Customer's liability, under the contract or the law, for such violation.

10.5 In case of a material breach of the contract Provider may revoke Customer's access (in full or in part) to the contractual services or terminate the contract. For the avoidance of doubt, revocation of access rights by itself shall not constitute termination of the contract. Revocation of access without prior notice may only last for a reasonable period of time not exceeding 3 months.

10.6 Provider's right to be compensated for damages or loss suffered in connection with any breach of the contract by Customer remains unaffected.

10.7 Customer has the right to regain access to the contractual services, if it can demonstrate to the satisfaction of Provider that the breach has ceased, and all consequences thereof have been remedied.

10.8 Intellectual Property Rights. Provider and its licensors, as applicable, retain all rights, title, and interest in and to the services, the software, the documentation, the underlying technology, the user interfaces, APIs, databases, data models, workflows, processes, designs, concepts, know-how, methods, developments, modifications, derivative works, updates, upgrades, improvements, and all related Intellectual Property Rights. No rights are transferred to Customer except for the limited rights of use expressly granted under the contract.

10.9 Customer Data. Customer retains all rights, title, and interest in and to Customer's data and content uploaded to or processed through the services. Provider may process Customer's data only to the extent required to provide, operate, secure, maintain, support, and improve the services, and as otherwise permitted under the contract and the Data Processing Agreement.

10.10 Restrictions. Customer shall not, and shall not permit any third party to, copy, modify, translate, adapt, reverse engineer, decompile, disassemble, reproduce, distribute, resell, sublicense, lease, lend, make available, or otherwise commercially exploit the services, the software, the documentation, or any part thereof, except to the extent expressly permitted by the contract or mandatory applicable law. Customer shall not remove, obscure, or alter any proprietary notices, copyright notices, trademarks, or other rights notices contained in or displayed by the services, the software, or the documentation.

10.11 Feedback and Suggestions. If Customer provides Provider with ideas, suggestions, requests, recommendations, or other feedback relating to the services, Provider may use such feedback without restriction and without any obligation to Customer, provided that Provider does not disclose Customer's Confidential Information in doing so.

10.12 Reservation of Rights. All rights not expressly granted to Customer under the contract are reserved by Provider. No implied licenses or rights shall be granted by the contract.

11. SERVICE DISRUPTION

11.1 Neither Party shall be liable for failure or delay in performing its obligations under the contract, except for payment obligations, to the extent such failure or delay is caused by events beyond the reasonable control of the affected Party, including force majeure events, acts of government, war, terrorism, civil unrest, labor disputes, failures of telecommunications or internet providers, or failures of third-party infrastructure not under the affected Party's reasonable control. The affected Party shall inform the other Party without undue delay and shall use commercially reasonable efforts to mitigate the effects of the relevant event.

11.2 Should Provider incur any additional expenses as a result of a Disruption, Provider shall be entitled to be compensated therefor, unless such Disruption also falls beyond Customer's reasonable control.

11.3 In case that Customer is entitled to terminate the contract due to Provider's improper performance and / or can claim damages instead of the performance of the service, Customer will, upon Provider's request, declare in writing within a reasonable period of time whether Customer will exercise such rights or continue to procure the services under the contract. In the event of termination, Customer must pay to Provider the compensation corresponding to the use of the services until the time when termination comes into effect. In the event where fixed and firm deadlines have been agreed in writing and there is a delay in the provision of the services Customer's sole and exclusive remedy for such delay shall be the payment by Provider for each full week of delay of an amount equal to 0.5% of the price of the services that may not be used due to the delay. In no event will the amounts payable by Provider to Customer for delayed services exceed 5% of the compensation corresponding to services that may not be used due to the delay. In the case of continuing obligations, the basis for the calculation of the aforementioned amount shall be the compensation for the relevant services for the full calendar year. The provisions of this paragraph shall not apply to the extent that delays arise out of Provider's gross negligence or willful misconduct.

The amounts payable under this Section constitute a reasonable estimate of the loss typically resulting from such delay and are not intended to constitute a penalty.

12. INCIDENT MANAGEMENT

12.1 Incident reports have to be created at https://slascone.com/support/. Provider shall receive Customer's incident reports and assign an ID to each report. Upon request by Customer, Provider shall acknowledge receipt of a report also notifying Customer of the ID assigned to it.

12.2 Incident reports will be categorized and handled according to an assigned severity level. The incident severity level is selected by Customer at the time of submission of the Incident Report, and will be classified by Provider as follows:

Level 1 - Critical

Critical production issue affecting all Users, including system unavailability and data integrity issues with no workaround available.

Level 2 – High

Major functionality is impacted or performance is significantly degraded. Issue is persistent and affects many Users and/or major functionality. No reasonable workaround is available.

Level 3 – Normal

System performance issue or bug affecting some but not all Users. Short-term workaround is available, but not scalable.

Level 4 – Low

Incidents that do not fall into Level 1 - 3 are assigned to Level 4. Other reports shall be handled by Provider in accordance with the specific agreement reached thereon by the Parties.

12.3 Provider shall use commercially reasonable efforts to respond to each Incident Report within the applicable target initial response time set out in the table below, depending on the assigned severity level. The business hours are defined in Section 13.3.

Severity Level	Target Initial Response Time	Target Resolution or Workaround Time
1	2 hours (24x7)	12 hours
2	6 hours (24x7)	48 hours
3	1 business day	5 business days
4	2 business days	5 – 10 business days

The target initial response times and target resolution or workaround times set out below reflect Provider's standard support objectives. They do not constitute guaranteed service levels, fixed deadlines, or separate

contractual performance obligations. Actual response times and actual time to resolution or workaround may vary depending in particular on the severity and complexity of the reported incident, the volume of incident reports, the information made available by Customer, and any dependencies on third-party systems or services.

12.4 In the event of a reported incident, Provider shall promptly initiate appropriate measures, taking into account the circumstances reported by Customer, in order to identify the cause of the incident and determine whether a defect in the contractual services exists.

If the reported incident does not constitute a defect in the contractual services, in particular in the software, Provider shall promptly inform Customer accordingly.

If the reported incident does constitute such a defect, Provider shall initiate appropriate measures and use commercially reasonable efforts to further analyze and correct the defect or, in the case of third-party software, to forward the incident report, together with the available analysis results, to the relevant supplier or manufacturer of such third-party software with a support request.
Within a reasonable time, Provider shall make available to Customer any workaround or remedial measures then available to Provider in relation to the defect, including, where applicable, procedural instructions or corrections to the software. Customer shall promptly implement such measures and shall notify Provider without undue delay of any remaining defects following implementation of such measures.

13. CONTACT POINT (HOTLINE)

13.1 Provider shall make available to Customer a contact point (hotline) to process Customer's inquiries in connection with technical requirements and conditions for use of services and associated software, as well as individual functional aspects. Inquiries have to be created at https://slascone.com/support/. The hotline shall be available only during business hours, unless otherwise agreed in writing.

13.2 The hotline shall process properly submitted inquiries as part of normal business routine and answer such as soon as possible. In its responses, the hotline can refer Customer to available documentation and other training material for the software. If the hotline is not able to answer an inquiry at all or in a timely manner, Provider – on the condition that this has been expressly agreed in writing by the Parties - shall forward the inquiry for further processing, especially in case of inquiries regarding software or other components not developed by Provider.

Additional hotline services such as extended contact hours and periods as well as on-call service or the provision of services on-site at Customer's premises shall only be provided if expressly agreed in advance and in writing.

13.3 Business hours: All working days (calendar days with the exception of Saturdays and Sundays, and December 24 and December 31 each year) from 7:00 a.m. to 8:00 p.m. (CET or CEST). Incident reports with severity level 1 or 2 will be handled 365x24x7.

14. MATERIAL DEFECTS AND REIMBURSEMENT OF EXPENDITURE

14.1 Provider shall provide the services in accordance with the contractually agreed quality. Claims regarding material defects do not arise if Provider's services deviate only negligibly from the contractually agreed quality.

14.2 Provider shall not be liable to Customer under Section **Error! Reference source not found.**

i for defects caused by the excessive or improper use of the software, natural wear and tear of the software, failure of components in the system environment where the software runs,

ii defects which cannot be reproduced or otherwise proven by Customer; or

iii defects arising out of special external causes which are not a prerequisite under the contract.

iv defects arising out of any intervention or modification to the software (or any component thereof) and/or to the Microsoft Azure resources group made by Customer or any third party.

v defects attributable to Microsoft Azure resources, third-party software and material.

Section 16 limitations also apply as a supplement to claims for compensation of damages and expenditure.

14.3 The limitation period for claims based on material defects is one year from the statutory beginning of limitation. The statutory periods for recourse according to § 478 of the German Civil Code remain unaffected. The same applies insofar as longer periods are prescribed, pursuant to § 438 Paragraph 1 Item 2 or § 634a Paragraph 1 Item 2 of the German Civil Code, in case of intentional or grossly negligent breach of duty by Provider, fraudulent concealment of defects, harm to life, body or health, as well as claims based on the product liability act.

Notice of a material defect by Customer and Provider's processing thereof shall not suspend the limitation period for such defect, unless relevant legal requirements for such suspension are met. Consequently, the limitation period shall not be renewed due to the submission or processing of a defect notice.

In all events, Supplementary performance (new delivery or reworking) by Provider may only impact the limitation period for the defect which triggered such supplementary performance.

14.4 Provider shall be entitled to reimbursement of reasonable expenses incurred due to defect reports only where (a) no defect existed and Customer could reasonably have recognized this, or (b) the reported defect could not be reproduced or substantiated by Customer, and in each case only to the extent such expenses were pre-approved by Customer in writing, unless the expenses resulted from Customer's wilful misconduct or gross negligence.

15. INDEMNIFICATION

15.1 Provider shall be liable to Customer for infringement of third-party intellectual property rights, excluding patent rights, by Provider's service, but only insofar as the service is used unmodified and in accordance with the contract and, in particular, in the contractually agreed or otherwise intended environment.

15.2 If a third-party claims that Provider's service infringes upon their rights, Customer shall promptly notify Provider in writing. Provider and, if applicable, its suppliers shall be entitled, but not obliged, to take control of the defense against such claims, to the extent permitted by law, at their own expense.

Customer must not recognize, admit liability for, settle or compromise any third-party claim without Provider's prior written consent.

15.3 In the event that a third-party claim for infringement is upheld, Provider shall, at its own expense and discretion, upon having reasonably considered Customer's interests,

a) cure the infringement by acquiring the rights that will allow the non-infringing use of the service by Customer pursuant to the contract; or

b) replace or amend the relevant software and services in order to cure the infringement on which the claim is based; or

c) if Provider cannot achieve any other remedy with reasonable effort, withdraw the service and refund the compensation paid by Customer (minus a reasonable reimbursement for use).

15.4 Claims of Customer regarding defects in title shall be time barred according to Section 14.3 and shall be subject to the limitations set out in Section 16. Section 14.3 applies accordingly to Provider's additional expenditures.

16. GENERAL LIABILITY OF PROVIDER

16.1 Provider is always liable to Customer

a) for damage caused by Provider or its legal representatives or vicarious agents intentionally or through gross negligence,

b) for strict product liability according to the applicable law and

c) for damage which arises from harm to life, body or health, and for which Provider, its legal representatives or vicarious agents are responsible.

16.2 Subject to Section 16.1 and unless otherwise expressly agreed in writing, Provider's aggregate liability arising out of or in connection with the contract, whether in contract, tort, or otherwise, shall not exceed the fees paid or payable by Customer under the contract in the twelve (12) months preceding the event giving rise to the claim.

16.3 On the basis of a guarantee declaration, Provider is only liable for damage compensation if this was explicitly accepted in the guarantee. In case of slight negligence, this liability is subject to the limitations set forth in Section 16.2.

16.4 If recovery of data or components (e.g. hardware, software) becomes necessary, Provider is liable only for the expenditure required for recovery given proper data backup and failure precautions by Customer. In case of slight negligence by Provider, this liability arises only if Customer implemented appropriate data backup and failure precautions for the type of data and components before the disruption. This does not apply if agreed as performance to be delivered by Provider.

16.5 Section 16.1 to 16.4 apply accordingly to claims for compensation of expenditure and other liability claims of Customer against Provider. Section 11.3 remains unaffected.

17. DATA PROTECTION

17.1 The Parties shall comply with the applicable data protection laws in connection with the performance of this Agreement.

17.2 To the extent Customer processes personal data in connection with the services, Customer remains responsible for the lawfulness of such processing, including the existence of a valid legal basis, the permissibility of any instructions issued to Provider, and the fulfilment of any information obligations towards data subjects.

17.3 To the extent Provider processes personal data on behalf of Customer as processor within the meaning of applicable data protection law, such processing shall be governed exclusively by the Data Processing Agreement between the Parties ("DPA"). The DPA is incorporated into and forms an integral part of this Agreement.

17.4 In the event of any conflict between the DPA and this Agreement, the DPA shall prevail to the extent of such conflict with regard to the processing of personal data on behalf of Customer.

17.5 Customer shall remain responsible for responding to requests from data subjects and public authorities relating to personal data processed by Customer in connection with the services, except to the extent Provider is required to assist Customer under the DPA or applicable law.

17.6 Provider may use affiliated companies and third-party service providers, including hosting, infrastructure, and support providers, in connection with the provision of the services. To the extent such providers process personal data on behalf of Customer, their use shall be subject to the DPA.

18. NON-CONTRACTUAL USE, DAMAGE COMPENSATION

In the event of unauthorized or excessive use of a contractual service by Customer, Customer shall pay the compensation that would have been due for the corresponding contractually compliant use.

This Section shall not apply to inadvertent excess use that is promptly reported by Customer and promptly regularized by payment of the applicable additional fees.

The remedies set out in this Section shall apply only in cases of intentional, repeated, or materially non-compliant unauthorized use. Customer reserves the right to prove that it is not responsible for the unauthorized use, or that no damage occurred or that the damage was lower than the amount claimed by Provider. Provider remains entitled to assert claims for further damage to the extent permitted by law.

19. REFERENCE

Customer grants Provider the right to use the logo and name of Customer as a reference on its website and in sales and promotional material documents. Customer can revoke this approval at any time.

20. MISCELLANEOUS

20.1 Customer is responsible for complying with import and export regulations applicable to deliveries and services, in particular those associated with the United States. For cross-border deliveries and services, Customer shall cover customs, fees and other charges. Customer is responsible for carrying out all arrangements and legal and official procedures in connection with cross-border deliveries and services, unless expressly agreed otherwise.

20.2 The contract shall be governed by German law. Application of the CISG is excluded.

20.3 The application of any general terms and conditions of Customer is excluded. This shall also apply if Provider does not expressly object to such terms in an individual case or performs the contractual services without reservation despite knowledge of such terms. Any such terms shall apply only if and to the extent Provider has expressly agreed to them in writing.

20.4 Amendments and supplements to this contract may only be made in written or electronic/digital form.

20.5 If Customer is a merchant, a legal person under public law, or a special fund under public law, the exclusive place of jurisdiction shall be Provider's registered seat. Provider may also bring an action against Customer at Customer's registered seat.