

Special contractual provisions for providing on-premises-based Managed Security Services of indevis IT-Consulting and Solutions GmbH

A. GENERAL CONDITIONS

1. SCOPE, SUBJECT OF THE CONTRACT AND RIGHT OF AMENDMENT

1.1. General information

indevis IT-Consulting and Solutions GmbH (also referred to as "indevis") provides IT services for its CLIENTS by means of remote access via the Internet to IT systems located at the CLIENT'S site (on-premises based Managed Security Services, OPB MSS).

1.2. Scope

Unless otherwise agreed in individual cases, these contractual provisions shall apply exclusively to the order forms/individual contracts between indevis and the CLIENT relating to the provision of OPB MSS by indevis. The indevis terms and conditions shall apply as complementary and subordinated to these particular contractual provisions. Other terms and conditions are not considered to be contractual components, even if indevis does not explicitly reject them. These contractual provisions shall apply only to contractors, corporate bodies under public law or public law special funds as provided for by section 310, paragraph 1 of the BGB (German Civil Code).

1.3. Right of amendment regarding these contractual provisions

indevis has the right to amend or extend these contractual provisions if required to do so for legal reasons, or if the amendment or addition is acceptable to the CLIENT under consideration of the interests of indevis. In such cases, indevis shall notify the CLIENT of the amended or extended provisions, highlighting the amendment or addition, in written form or by e-mail at least four weeks before the amendment or addition is to take effect ("notice of amendment"). The CLIENT may reject such an amendment or addition within a period of four weeks from reception of the notice of amendment by writing to indevis at the address Irschenhauser Str. 10, 81379 Munich, or by e-mail to compliance@indevis.de. Should no objection be lodged, the amendments or additions shall take effect. indevis shall refer in particular in its notice of amendment to the legal consequences of the absence of any objection. Should the CLIENT submit an objection in time, the contractual provisions, minus the amendment or addition, shall retain their validity.

B. IT SERVICES

2. ON-PREMISES-BASED MANAGED SECURITY SERVICES

2.1. Scope of the OPB MSS

The scope of the OPB MSS constituting the subject of the contract is set out in the corresponding description of the services to be rendered, which is made available to the CLIENT with the offer on the 'indevis Secure Share' for the entire duration of the contract. indevis provides the contractually specified OPB MSS for the IT systems (hardware and software) detailed in the order form in the latest available version of the services.

2.2. Limited-term usage of IT systems as possible component of the OPB MSS

If ordered in an order form by the CLIENT, indevis shall transfer usage of the IT systems to the CLIENT for a limited period. Limited-term usage of the IT systems is considered part of the OPB MSS. Sections C. 7 and C. 8 shall apply in this case.

2.3. Priority of warranty

In the case of Section 2.2 taking effect, the rights of the CLIENT during the warranty period in regard to defects in the IT systems are governed by the provisions of the limited-term usage (hire). Subsequently, the rights of the CLIENT during the warranty period in regard to defects in the IT systems are not part of the OPB MSS for which charges can be levied.

2.4. Generally acknowledged technological rules

indevis provides its services with the greatest possible attention to diligence and conscientiousness in accordance with generally acknowledged state-of-the-art technological rules. After consultation with the CLIENT, and where appropriate in individual cases, the company takes

into account general process descriptions and industrial standards (for example, ITIL, ISO) as well as specific provisions, methods and application practices of the CLIENT, where applicable.

3. LIABILITY FOR FAULTY PERFORMANCE OF SERVICES

The liability of indevis for faulty performance of the contractual OPB MSS services that are provisioned by means of remote access over the Internet is governed exclusively by section 280, 281 or 323 of the BGB (German Civil Code). Should the requirements defining sections 280 and 281 of the BGB (German Civil Code) not apply, the CLIENT must pay separately, in particular for requested subsequent services to be performed by indevis.

4. RIGHTS OF INDEVIS TO THE OPB MSS

4.1. Rights to the OPB MSS

indevis shall own all rights to the OPB MSS – particularly copyright, rights to inventions and technical property rights. This applies likewise to rights on transferred documents.

4.2. No transfer of industrial property rights

No industrial property rights shall be transferred to the CLIENT.

5. AVAILABILITY AND SLA

5.1. Availability terms

indevis shall guarantee availability of the OPB MSS as set out in the order form with the CLIENT. Maintenance periods, downtime due to force majeure (for example, strikes, unrest, natural catastrophes, epidemics, etc.), downtime due to failure of the CLIENT to perform his duties or due to performance of duty that is not compliant with the terms and conditions of the contract, and downtime whose cause is due at root level to the CLIENT are not considered when working out the actually achieved level of availability. Also not considered are blockages by indevis that indevis regards as necessary for safety reasons.

5.2. Standard and extended SLAs

indevis and the CLIENT agree on the scope, type and quality of the OPB MSS to be provided by indevis by means of Service Level Agreements (SLAs). In this regard, indevis offers both standard and extended SLAs. Both SLAs are described in the indevis Service Delivery Plan. As part of the order form, the CLIENT may agree for an additional fee to have the standard SLAs extended and/or increased.

6. SERVICE OBLIGATIONS OF THE CLIENT

6.1. Payment of monthly service fees

The payment due for monthly service fees is set out in the order form.

6.2. Fulfillment of technical requirements

The CLIENT must fulfill the individual requirements for provision of the OPB MSS (technical and organizational requirements). These requirements are specified in the corresponding OPB MSS description of the services to be rendered.

6.3. Impermissible usage

The following usage cases are prohibited for the CLIENT: (1) Copying, translation, disassembly, decompilation, reverse engineering or any other kind of modification of any parts of the OPB MSS; (2) transfer of content, data or information that is illegal, damaging, threatening, injurious, harassing, inadmissible or insulting, or that disregards the right to privacy or the personal rights of any third party, that is hateful or discriminatory against specific races or ethnicities, or that is in any other way offensive; (3) violation of the rights of any natural or legal persons regarding their intellectual property; (4) disruption or interruption of the OPB MSS or systems used to host the indevis OPB MSS, or of other devices or networks connected with the offered OPB MSS, or disregard of requirements, processes, guidelines or directives for the networks connected with the OPB MSS; (5) avoidance of user authentication activities or security functions of OPB MSS or of a connected host, network or account; (6) unless authorized by indevis, the use of another application programming interface for access to the OPB MSS; (7) any use of the OPB MSS that

infringes applicable laws or (8) authorization of a third party (with the exception of the rights for specified users in compliance with this agreement) for use of the user identities, codes, passwords, processes and user keys granted to the CLIENT or selected by the CLIENT for access to the OPB MSS.

6.4. Handling of access data, security measures

The CLIENT shall protect the OPB MSS and access data against access by unauthorized third parties by taking appropriate measures.

C. LIMITED-TERM TRANSFER OF IT SYSTEMS

7. OBLIGATIONS OF INDEVIS DURING LIMITED-TERM TRANSFER OF IT SYSTEMS

7.1. Limited-term transfer of IT systems

indevis transfers usage of the IT systems specifically designated in the order form to the CLIENT, along with the original packaging and documentation, for the limited term set out in the order form, and grants the CLIENT the necessary usage rights.

7.2. Shipping

indevis ships the IT systems specifically designated in the order form to the locations specified by the CLIENT in the order form at the times also set out there. The CLIENT is then responsible for installation of the IT systems.

7.3. Readiness for operation

Insofar as the service has been ordered in the order form, indevis readies the services for operation (installation and configuration of the IT systems) for a separate charge. Services beyond the specified scope must be documented in the order form and separately charged.

7.4. Maintenance and repair

indevis provides warranty for maintenance of the contractually agreed quality of the IT systems during the lifetime of the order form, and guarantees that no rights of third parties conflict with contract-compliant usage of the IT systems. indevis undertakes to resolve any defects in the IT systems that may occur, free of charge and within a reasonable period of time.

8. OBLIGATIONS OF THE CLIENT DURING LIMITED-TERM TRANSFER OF IT SYSTEMS

8.1. Spatial and technical requirements

Before the IT systems are delivered, the CLIENT must fulfill the spatial and technical requirements set out by indevis in good time that are necessary for the installation and configuration of the IT systems for operation.

8.2. Use of the IT systems

The IT systems are provided for use solely by the CLIENT. The IT systems must only be used for the purposes specified in the order form. The usage and licensing terms of the vendor of the IT systems appended to the order form shall apply. Markings, in particular copyright notices, brands, serial numbers or similar on the IT systems are not permitted to be removed, altered or rendered indecipherable.

8.3. Transfer of use to third parties

The CLIENT shall not be authorized without the permission of indevis to enable any third party or parties to use the IT systems, in particular by means of leasing or loaning the systems. The CLIENT'S staff members are permitted to use the systems within the context of contractually compliant usage.

8.4. Immediate notice of defects

The CLIENT undertakes to notify indevis without delay of any deficiencies, faults or defects that may occur.

8.5. The CLIENT'S duty of care

The CLIENT undertakes to treat the IT systems with care and to protect them against damage. The CLIENT shall observe the vendor's instructions regarding maintenance, care and use of the systems, particularly all notes contained in the documentation, to an extent that can be reasonably expected of the CLIENT.

8.6. The CLIENT'S duty of tolerance

The CLIENT shall grant staff members and contractors of indevis freedom of access to the IT systems during typical business hours for the purpose of performing any necessary on-site maintenance and repair work. The justifiable security interests of the CLIENT must be observed in the course of such work.

9. DURATION AND TERMINATION OF THE CONTRACT

9.1. Duration and termination of the contract

The beginning, the duration and the terms regarding termination of the contract are agreed in the order form in regard to the OPB MSS. The right to termination of the contract for good cause shall remain unaffected.

9.2. Consequences of termination of the contract

The rights of the CLIENT to use the IT systems and OPM MSS are rescinded. The data stored by indevis until the termination of the order form in connection with the use of the OPB MSS are deleted within the legal periods. The CLIENT undertakes to return the IT systems to indevis, complete with the original packaging.

9.3. Support services/Exit Management

Upon request by the CLIENT, indevis shall provide all reasonable services necessary for transfer of the contractually specified services to the CLIENT or to a third party designated by the CLIENT for a period of up to six (6) months after termination of an order form. The duties of both parties regarding the provision of services remain in place in this case. indevis shall work together with the CLIENT and any third party designated by the CLIENT in an acceptable manner. indevis shall invoice the CLIENT for services after presentation of a corresponding offer and acceptance of the offer by the CLIENT in accordance with the daily rates applicable at the time of issue of the order.

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