

# Special contractual provisions for the use of Cloud-based Managed Security Services of indevis IT-Consulting and Solutions GmbH

## 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") offers its CLIENTS the use of Cloud-based Managed Security Services (CB MSS) over the Internet.

### 1.2 Scope

Unless otherwise agreed in individual cases, these contractual provisions shall apply exclusively to contracts or order forms concluded between indevis and the CLIENT relating to the use of CB MSS and any other services rendered in this regard by indevis. The indevis general conditions of insurance 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](mailto: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.

## 2 SERVICES AND OBLIGATIONS OF INDEVIS

### 2.1 Access to CB MSS and scope of services

indevis shall grant the CLIENT access over the Internet to the CB MSS designated in the contract for the lifetime of the order form. The scope of the contractually specified CB MSS is defined by the corresponding service description that is made available to the CLIENT together with the proposal and throughout the entire lifetime of the contract in the indevis secure share.

### 2.2 Service transfer point

The router output of the data center used by indevis to the Internet is regarded as the point of transfer of the indevis services. The CLIENT shall assume the responsibility for connection to the Internet, provision or maintenance of the network connection to the data center, and for procurement and provision of network components for Internet access on the CLIENT'S side. This aspect is not part of the scope of services to be provided by indevis.

### 2.3 Granting of rights of use

indevis grants the CLIENT simple, non-sublicensable and nontransferable rights to use the CB MSS, limited to the lifetime of the order form and provided in accordance with the following terms. The CB MSS are not permitted to be used by more than the number of natural persons corresponding to the number of licenses purchased by the CLIENT. Unless otherwise agreed in individual cases, the CLIENT requires a license for each user of the CB MSS.

### 2.4 Maintenance of the CB MSS

indevis provides warranty for maintenance of the contractually agreed quality of the CB MSS during the lifetime of the order form, and guarantees that no rights of third parties conflict with contract-compliant usage of the CB MSS. indevis undertakes to resolve any defects in the CB MSS that may occur within the framework of the support offered by indevis and within a reasonable period of time. A defect in the CB MSS is said to exist if the services fail to provide the functionality agreed upon between the contractual parties within the framework of the specified availability levels (as set out in the service description).

### 2.5 Obligation of the CLIENT to report defects

The CLIENT is obliged to notify indevis without delay of any defect detected in the provision of the CB MSS by communicating by e-mail to [support@indevis.de](mailto:support@indevis.de) or by telephone (089-452424-300) during the support operation hours (see Section 4.3). The report must state the time at which the defect was detected and the circumstances surrounding its occurrence.

### 2.6 Liability for initial defects

Liability of indevis is excluded in compliance with the terms of section 536a, paragraph 1, 1st alternative of the BGB (German Civil Code).

### 2.7 Nonexistent defects or incidents not caused under the influence of indevis

indevis shall have the right to separately charge for work brought about in relation to any defects in the CB MSS reported by the CLIENT that do not exist or in relation to incidents not attributable to the CB MSS – i.e., the cause of which is not to be found in the CB MSS, but rather in their incorrect handling or for other reasons beyond the influence of indevis (operating errors or technical problems within the CLIENT'S organization, for example).

## 3 RIGHTS OF INDEVIS TO THE CB MSS

### 3.1 Rights to the CB MSS

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

### 3.2 No transfer of industrial property rights

Only the usage rights set out in Section 2.3 shall be granted to the CLIENT. In particular, no industrial property rights shall be granted to the CLIENT.

## 4 AVAILABILITY, SUPPORT AND SECURITY

### 4.1 Availability terms

indevis guarantees availability of the CB MSS as specified in the corresponding service description. 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 contractual 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.

### 4.2 Free support

indevis provides a support service free of charge to resolve any defects detected in the CB MSS (Sections 2.4 and 2.5). The free support service does not include the following: training, adaptations to forms, installation, on-site services, customizations or individual changes, elevation and/or expansion of the standard SLAs.

### 4.3 Standard SLAs (support time/response time) and extended SLAs

indevis provides support free of charge with its standard SLAs (support time and standard response times), which are governed by the indevis Service Delivery Plan presented to the CLIENT by means of the indevis secure share. As part of the confirmation of the services rendered, the CLIENT may agree for an additional fee to have the standard SLAs extended and/or increased.

### 4.4 Security

The contractual parties use and consider to a reasonable economic extent state-of-the-art security technologies when providing the CB MSS, along with other related services, and in the use of the CB MSS and their related services.

## 5 OBLIGATIONS OF THE CLIENT

### 5.1 Payment of monthly usage fees

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

### 5.2 Impermissible usage

The CLIENT is prohibited from carrying out any of the following when using the CB MSS: (1) Copying, translation, disassembly, decompilation, reverse engineering or any other kind of modification of any parts of the CB 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

rases 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 CB MSS or systems used to host the indevis CB MSS, or of other devices or networks connected with the offered CB MSS, or disregard of requirements, processes, guidelines or directives for the networks connected with the CB MSS; (5) avoidance of user authentication activities or security functions of CB 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 CB MSS; (7) any use of the CB 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 CB MSS.

### 5.3 Handling of access data, security measures

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

## 6 DURATION AND TERMINATION OF THE CONTRACT

### 6.1 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 use of the CB MSS. The right to termination of the contract for good cause shall remain unaffected.

### 6.2 Consequences of termination of the contract

The rights of the CLIENT to use CB MSS are rescinded. The data stored by indevis until the termination of the order form in connection with the use of the CB MSS are deleted within the legal periods.

### 6.3 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 a confirmation of the services rendered. 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.

## 7 RIGHTS TO AUDIT

If requested by indevis with advance notice of at least 30 (thirty) days, the CLIENT shall facilitate an audit of the correct use of the CB MSS, and in particular, to verify that the CLIENT is using the CB MSS qualitatively and quantitatively within the scope of the licenses the CLIENT has acquired. In this regard, the CLIENT shall provide indevis with information and the opportunity to view relevant documents and papers, in addition to facilitating an examination of the deployed hardware and software environments by an auditing firm nominated by indevis and which is acceptable to the CLIENT. Such an audit may only take place no more than once a year on the CLIENT'S premises and only during regular working hours. The audit must not disturb the business operation of the CLIENT any more than is absolutely necessary. Data protection regulations and regulations regarding confidentiality must be observed. Should an audit determine that the licenses exceed the number acquired by more than 5% (five percent) or that the CB MSS are used in a manner that does not comply with the terms and conditions of the contract, the CLIENT shall bear the costs of the audit. In all other cases, indevis shall cover the costs.

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