

General terms and conditions of indevis IT-Consulting and Solutions GmbH

1. SCOPE OF THE TERMS AND CONDITIONS; RIGHT OF AMENDMENT

1.1. Scope

These terms and conditions apply to all contracts concluded by indevis IT-Consulting and Solutions GmbH (also referred to as "indevis") with its CLIENTS, who are companies or corporate bodies under public law, provided no other provisions have been individually agreed upon. Other terms and conditions are not considered to be contractual components, even if indevis does not explicitly reject them.

1.2. Right of amendment regarding these terms and conditions

indevis has the right to amend or extend these terms and conditions if required to do so for legal reasons, or if 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 terms and conditions, minus the amendment or addition, shall retain their validity.

2. OFFERS, CONCLUSION OF CONTRACT AND SPECIAL CONTRACTUAL PROVISIONS

2.1. Offers, conclusion of contract and subject matter of contract

Offers made by indevis are not binding. A binding individual contract/order form arises if indevis accepts the order of a CLIENT by confirmation of the order, by execution of the delivery or provision of service, or by submitting a demand for payment. The terms and conditions become integral components of an offer.

2.2. Special contractual provisions

In addition to these terms and conditions, special contractual provisions regarding the performance of services shall apply for the individual indevis services (for example, "special contractual provisions for cloud-based managed security services", "special contractual provisions for on-premises-based managed security services"), provided indevis has referred in its offer or order form/individual contract to such special contractual provisions.

2.3. Order of precedence

The following order of precedence applies in the event of deviations or objections:

1. The order form/individual contract
2. Special contractual provisions if part of the offer
3. Terms and conditions

Purchasing and delivery terms of the CLIENT shall not apply.

3. SUBJECT MATTER OF CONTRACTS; SERVICE OBLIGATIONS

3.1. Subject matter of contracts

Unless otherwise regulated, the services to be provided in individual cases by indevis are derived from the corresponding order form/individual contract. The order form/individual contract provides the basis for the service provision. Should explicit regulations not be contained in an order form/individual contract, work rendered by indevis shall be considered in doubtful cases as services. Individual contractual work services to be provided by indevis must be explicitly declared as such.

3.2. Delivery and service times

Delivery and service times or periods are only binding provided indevis explicitly confirms their binding nature.

4. SERVICE AMENDMENT FOR IMPORTANT REASONS

indevis shall have the right to amend its services insofar as major reasons to do so apply, in particular due to new technological developments, legal

changes or other similarly important reasons. Should an amendment considerably disturb the contractual balance between the parties to the contract, the amendment shall not be introduced. In all other cases, amendments require the agreement of the CLIENT.

5. REMUNERATION, TERMS OF PAYMENT AND PRICE ADJUSTMENTS

5.1. Scale of remuneration

The type and scale of remuneration for deliveries and services to be rendered by indevis are governed by the corresponding offer or order form/individual contract. All prices stated therein are exclusive of value-added taxes, and travel expenses in the case of activities carried out on the CLIENT'S premises.

5.2. Travel expenses

Travel expenses and travel times are billed according to the following rates:

- o By automobile: 0.60 euro/km.
- o By rail: cost of first-class ticket or actual rail journey price as stated on the receipt.
- o For travel times exceeding 12 (twelve) hours: the legally applicable travel expense rate.
- o In the case of necessary overnight stays the CLIENT shall cover the expenses.
- o In the case of rail and/or air travel, all applicable local travel expenses (for example, taxi costs, rental car costs, etc.) must also be included.
- o Journeys at weekends or on public holidays are billed according to the indevis hourly rates applicable at the time (without supplements).

5.3. Supplementary payments for work performed on Saturdays, Sundays, public holidays and at night

The following surcharges apply in the case of work performed by indevis on Saturdays, Sundays, public holidays or between the hours of 6pm and 8am (nighttime supplement).

- o Saturdays: 50% surcharge
- o Sundays, public holidays: 100% surcharge
- o Nighttime work: 25% surcharge (in addition to any other supplementary charges)

5.4. Due date of remuneration

Regulations regarding the due date of payments are stated in the corresponding offer or order form/individual contract. If not otherwise governed in an offer or order form/individual contract, invoices presented by indevis are to be paid within 14 (fourteen) days of invoice presentation at the latest.

5.5. Delays

If the CLIENT falls behind in payments, indevis has the right to levy an interest rate of 8 (eight) percentage points above the legal basic interest rate applicable at the time from the beginning of the delay in payment onward. The right to claim compensation for any other reason remains unaffected.

5.6. Reservation of rights

Until full payment has been made as contractually agreed, indevis reserves the rights to all its deliveries and services in regard to their usage (see also Section 6) and/or ownership.

5.7. Price adjustments

In cases in which indevis delivers or provides goods or services as contractually agreed later than four months after conclusion of the contract, or in which indevis delivers or provides goods or services as part of ongoing obligations, then indevis shall have the right to adjust the corresponding price list no more than once per year to keep abreast of changing market conditions or to allow for significant changes in the costs of procurement, as well as for changes in value-added tax rates or procurement prices. The CLIENT has the right in the case of increases in prices that significantly exceed the regular increase in the cost of living to terminate the contract at the time of introduction of the increased prices. indevis shall notify the CLIENT in such cases in writing. Prices are not permitted to be increased until after 12 (twelve) months of an ongoing contract have expired.

6. USAGE RIGHTS FOR SOFTWARE

6.1. Usage rights for standard third-party software

Usage rights for standard third-party software are governed solely by the license terms of the corresponding software vendor, and are granted to the CLIENT on the basis of so-called end user license agreements (EULA) or similar provisions. The CLIENT must ensure that every user of the standard software observes the applicable usage provisions.

6.2. Usage rights for standard indevis software

Insofar as the order form/individual contract or the special contractual provisions do not contain any deviating provisions, upon payment of the complete remuneration, the CLIENT is granted simple, non-transferable usage rights to the object code (but not to the source code) of the standard software from indevis for the duration of the corresponding order form for the CLIENT'S own use within the CLIENT'S company.

6.3. Usage rights for customized software

Insofar as the order form/individual contract or the special contractual provisions do not contain any deviating provisions, upon payment of the complete remuneration, the CLIENT is granted simple, non-transferable usage rights to the object code (but not to the source code) of the customized software produced by indevis for the CLIENT for the duration of the corresponding order form for the CLIENT'S own use within the CLIENT'S company.

6.4. Usage rights for open source software

Should indevis employ open source software to perform its services, indevis provides this software on the basis of separately agreed licensing terms and conditions that may include supplementary and/or deviating provisions, particularly regarding usage rights and liability.

7. PARTICIPATION AND PROVISIONING DUTIES OF THE CLIENT

7.1. Principal provisions regarding participation by the CLIENT

a. Individual participation and provisioning duties

The individual participation duties of the CLIENT or the particular requirements for provision of the service (technical requirements and required configurations) within the scope of the performance of the service are detailed in the corresponding offer, individual contract or order form.

b. Gratuitous provisioning, engagement of third parties

The CLIENT shall perform his participation and provisioning duties free of charge. The CLIENT may perform his participation and provisioning duties himself or engage a third party or parties to do so.

c. Dates and/or implementation periods for participation and provisioning duties

The specific conditions for provisioning the service (technical requirements and required configurations) must be available by the time the service is to be provided. The parties to the contract shall arrange dates and/or implementation periods for other participation and provisioning duties. Provided no dates and/or implementation periods are arranged for participation and provisioning duties, indevis shall request in writing or in electronic form the performance of the participation duties agreed in the description of the services to be rendered, as long as they do not refer to technical conditions and necessary configurations, giving appropriate advance notice.

7.2. Consequences of failure to perform participation and provisioning duties in compliance with contractual obligations

a. Effects on implementation dates and periods

Should the CLIENT fail to perform his participation or provisioning duties or not perform them in compliance with the terms of the contract within the agreed schedules and/or implementation periods, the schedules and/or implementation periods for indevis shall be extended accordingly. The addition is calculated in accordance with the duration of the failure to perform the participation or provisioning duties. indevis shall notify the CLIENT of the actual duties not performed or not performed in compliance with the terms of the contract with reference to possible changes in the schedules and/or implementation periods.

b. Remuneration for additional work

indevis shall have the right to claim remuneration for additional work and expenses incurred as a result of

the failure to perform the agreed participation or provisioning duties. Such claims shall be based on the indivis hourly rates applicable at the time.

c. Right to extend periods: exceptional termination of contract

In the case of participation and provisioning duties, without which indivis would be significantly hindered in providing its own services, indivis shall also have the right to set a reasonable deadline for the CLIENT to perform his participation and provisioning duties as laid out in the contract. Should this deadline expire without performance of the participation and provisioning duties, indivis shall have the right to exceptionally terminate the corresponding order form/individual contract.

8. PROCEDURE FOR CHANGE REQUESTS

Beyond the scope of application as laid out in Section 4 of these terms and conditions, amendments to the services specified in an order form are subject to the following change request procedure ("procedure for change requests").

8.1. Change requests

The procedure for change requests is initiated by the submission of a change request by one of the parties to the contract ("change request"). Change requests must be announced to the other contractual partner by e-mail.

8.2. Change proposal by indivis

Should the CLIENT submit a change request, indivis shall examine the request and present a proposal within a reasonable period to implement the change. The proposal shall specify the effects of the change request on agreed delivery dates, services and remuneration. indivis shall present the proposal to the CLIENT by e-mail. The CLIENT then declares within a period of 14 (fourteen) working days by e-mail whether he accepts the proposal or not. Should the CLIENT reject the change proposal, indivis shall continue to provide the agreed services as if the change request had not been submitted. Should the CLIENT accept the change proposal, the change proposal and the corresponding declaration of acceptance by the CLIENT shall constitute a binding change agreement. Each change agreement becomes an integral part of the corresponding order form/individual contract.

9. PRIVACY AND CONFIDENTIALITY

9.1. Confidentiality

Confidential information is permitted to be used solely for the purpose of fulfilling an order form/individual contract. The contractual parties are obliged to treat confidential information with strict confidentiality and to take all necessary measures to prevent such information from becoming available to unauthorized third parties. The contractual parties pledge to make confidential information available only to third parties who need to have access to the information (designated staff, subcontractors, auditors and legal consultants, supervisory authorities). The corresponding contractual partner shall ensure that the third parties who are to be given confidential information agree to uphold confidentiality in compliance with this provision before the information is transferred.

9.2. Exceptions

The provisions stated in Section 9.1 do not apply to information in regard to which the other party to the contract can demonstrate any of the following:

- o that the information was already legally in his possession before reception of the information from the other party, and that this possession was not bound by any restrictions in regard to confidentiality;
- o that he had received the information from a third party who was authorized to provide him with the information without any restriction in regard to confidentiality;
- o that the information was already known at the time of reception – i.e., that it had already been published or was publicly available;
- o that the information needed to be made available due to a law, an administrative or legal decision, or in the context of the provisions of this agreement.

10. DATA PROTECTION

Both parties to the contract shall be obliged to respect the legal provisions regarding data protection and shall enjoin their staff members to observe the confidentiality regulations.

11. INDUSTRIAL PROPERTY RIGHTS OF THIRD PARTIES

indivis shall ensure that the services it provides do not violate the rights of any third parties. Should any third parties nonetheless file a complaint claiming a breach of industrial property rights, the following terms shall apply.

11.1. Duties of the CLIENT in respect of notification and support

The CLIENT shall notify indivis without delay in writing of any such claims made by a third party or parties, transfer all information available to the CLIENT required for defense against the claim, and pledge all other forms of appropriate and reasonable support to indivis.

11.2. Defense against claims and indemnity of the CLIENT

indivis shall accept any extra-judicial and legal expenses incurred to defend against such claims. indivis shall reserve the right to decide on a settlement in the matter. In regard to the liability restrictions set out in Section 12, indivis shall exempt the CLIENT from all claims, demands for compensation and other demands made by third parties that may arise in connection with proven infringements of industrial property rights.

Should it be proven that services provided by indivis violate the industrial property rights of any third party or parties, indivis shall at its own expense either procure the necessary usage rights for the CLIENT or amend the affected service or services in such a way that the industrial property rights in question are no longer violated, but rather that the service or services continue to comply with the contractual provisions. Should indivis be neither able to procure the necessary usage rights nor to amend the services specified in the contract to the required extent, the CLIENT shall have the right to withdraw from the corresponding order form or, if the affected order form refers to a continuing obligation, to terminate the order form for compelling reasons.

12. LIABILITY OF INDEVIS

indivis shall be liable for compensation for damages for any legal reason to the amount set out by the following provisions.

12.1. Intent and gross negligence

indivis shall be liable to an unlimited amount for damages caused intentionally or due to gross negligence by indivis or any of its agents or legal representatives.

12.2. Personal injuries

indivis shall be liable to an unlimited amount for damages due to injury to life, body or health independent of the degree of its culpability.

12.3. Organizational fault and warranty

Unlimited liability also applies to damages due to the serious organizational fault of indivis as well as to damages caused by the lack of a guaranteed quality.

12.4. Violation of major contractual obligations

Should none of the cases set out in Sections 12.1 through 12.3 apply, indivis shall be liable to an amount limited to that for damages predictable for similar contracts in the event of violation by indivis of contractual obligations whose fulfillment is necessary to enable correct implementation of the order form, or whose violation endangers the achievement of the purpose of the contract and compliance with which the CLIENT regularly relies upon.

12.5. Exemption from liability

indivis shall be exempted from all further cases of liability. In particular, liability without culpability shall be excluded.

12.6. Product liability

Liability according to the provisions of the product liability law shall remain unaffected.

12.7. Contributory negligence

Should the cause of damage be attributed both to indivis and to the CLIENT, the CLIENT must accept responsibility for his contributory negligence.

12.8. Liability of indivis for loss of data

indivis shall be liable in the context of these terms and conditions in the event of loss of data only for the sum that would be incurred by the CLIENT for correct and regular backups.

13. FINAL PROVISIONS

13.1. Place of performance

The indivis headquarters are designated as the place of performance.

13.2. Applicable law

German law shall exclusively apply, excluding the regulations of both the United Nations Convention on Contracts for the International Sale of Goods (CISG) and intellectual property rights (IPR).

13.3. Court of jurisdiction

The exclusive place of jurisdiction shall be Munich.

13.4. Offsetting and retention of payments

Neither party to the contract shall be authorized to declare an offset or assertion of the right to retention in regard to any claim made by the other party in relation to an order form/individual contract and its implementation if and insofar the claim, which is the subject of the offset or right to retention, has not been legally upheld or acknowledged in writing.

13.5. Written form requirement

Amendments and additions to an order form must be made in writing in order to take effect. E-mails are also regarded as written form. The same applies to any amendment to this provision in Section 13.5. Amendments and additions also require explicit reference to the amended or supplemented order form/individual contract. There shall be no verbal ancillary provisions to statements of work/individual contracts. After an order form/individual contract, declarations to be submitted must be made in written form to take effect. Apart from notice of termination or withdrawal, e-mails are also regarded as written form.

13.6. Severability clause

Should individual or several provisions of these conditions be or become void in whole or in part, or be or become invalid or not enforceable, the validity and enforceability of the remaining provisions shall not be affected. In such cases, the parties to the contract are already obliged to negotiate a legally valid substitute provision that comes as close as possible to the economic intentions of the original contract.

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