

GENERAL TERMS AND CONDITIONS

of the company Inter Data Systems GmbH
Wilhelm-Röntgen-Str. 11

63477 Maintal

Hereinafter referred to as we, us or IDS

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§ 1 General, scope, definition

1.1 All contracts for deliveries and services as well as contractual obligations resulting from the commencement of contractual negotiations, the initiation of a contract or similar business contacts with entrepreneurs, legal entities under public law or special funds under public law (hereinafter referred to as "Purchaser") shall be subject to our terms and conditions set out below. These terms and conditions shall also apply to future contracts and business contacts in the version which we have made known to the Purchaser in its wording at the latest upon conclusion of this contractual relationship.

1.2 Our terms and conditions of business shall apply exclusively; deviating or supplementary terms and conditions of the customer which are unfavourable to us shall not become part of the contract even if we do not separately object to them.

1.3 The content of the contract is based on the written agreements. No further agreements have been made. Amendments or supplements to the contract shall only be effective if they are confirmed by us in writing.

1.4 In the case of continuing obligations, the customer shall be notified in writing of any amendments to the terms and conditions, indicating the amended provisions, and shall be deemed to have been agreed if the customer continues the continuing obligation without objecting within a reasonable period of time.

1.5 "Goods" within the meaning of this contract are, unless otherwise specified, all items to be transferred to the Purchaser in accordance with the contract, including software, also insofar as it is provided in an incorporeal form, e.g. by electronic means of transmission.

§ 2 Offer, offer documents, cost estimate, assumptions,

Supplementary offers

2.1 Our offers are subject to change. Quotations from the purchaser are accepted when we have confirmed them in writing, e.g. by order confirmation or advance payment invoice, or have carried out the delivery or service.

2.2 We reserve the property rights and copyrights to all documents provided to the customer, in particular data carriers, documentation, illustrations, drawings, calculations; they may not be used for purposes other than those stipulated in the contract and may not be made accessible to third parties and must be returned to us free of charge without delay when the contract is terminated or insofar as the contractual purpose of use has been fulfilled.

The Purchaser is obliged to keep the information and data contained therein secret. This applies in particular to such documents and information which are designated as "confidential". We are entitled to demand the return of documents at any time if secrecy is not ensured. The obligation to maintain secrecy shall not be affected by a termination of the contract.

2.3 The orderer is obliged to carefully check our offer for correctness and expediency. This shall apply in particular to project offers in which we have made assumptions designated as such on which we have based our calculation and performance description. If such assumptions do not apply, the customer shall inform us thereof so that we can correct the offer.

2.4 IDS shall be entitled to subcontract.

2.5 If a cost estimate is prepared on behalf of the Purchaser, the costs shall be reimbursed by the Purchaser in accordance with the time spent.

§ 3 Quality of the goods or services

3.1 The goods of IDS are intended exclusively for use by the customer. If the Customer intends to deliver the goods purchased from us to a consumer, entrepreneur or to a reseller who in turn supplies consumers or entrepreneurs with such goods, the Customer must inform us of this insofar as it is not apparent from the overall context.

3.2 Technical data sheets issued by IDS or the manufacturer shall form part of the contractual quality agreement. Other public statements are only part of the quality insofar as they have been expressly agreed in writing in the contract.

3.3 We reserve the right to make customary technical changes, in particular improvements, up to the time of delivery, provided that only insignificant changes in the quality occur as a result and the purchaser is not unreasonably affected.

3.4 Information on the quality or durability of a product or service does not contain a guarantee (assurance) within the meaning of Section 276 (1) of the German Civil Code (BGB) or a warranty within the meaning of Section 443 of the German Civil Code (BGB) if we have not expressly assumed such a guarantee in writing. If a third party manufacturer of a product provides a guarantee, this shall be passed on to the purchaser; the scope of the manufacturer's guarantee provided, if any, shall be determined by the guarantee conditions of the third party manufacturer.

3.5 If goods are produced or modified on the basis of the purchaser's specifications, we are not obliged to check these specifications without a special agreement. The customer shall not be entitled to any claims due to defects which are attributable to these specifications or to hardware or software used by the customer and supplied by third parties.

§ 4 Supplementary provisions on the quality of software

4.1 Unless expressly agreed otherwise, the subject matter of the contract is standard software which has not been individually produced for the needs of the Purchaser. Delivery contracts for software are therefore purchase contracts. The parties agree that it is impossible, given the state of the art, to develop standard software error-free for all application conditions.

4.2 Unless otherwise agreed, software shall be delivered in a version suitable for the Microsoft Windows operating system (current versions).

4.3 In the case of standard software from third party manufacturers, we shall supply the purchaser with the original user documentation from the manufacturer. We are not obliged to supply any additional documentation. Upon request, the customer shall be given access to

the original user documentation to be supplied prior to conclusion of the contract. Otherwise, the documentation shall be supplied as online help within the scope of the software. If the customer wishes further written documentation, he can inform us of this before conclusion of the contract. We will then provide him with an offer for such documentation.

4.4 If software is to be delivered, IDS shall be obliged to hand over the object code on a data carrier. There shall be no claim to surrender or disclosure of the source code.

4.5 If IDS is obliged to install software, the Customer shall ensure that the hardware and other environment requirements notified to it, in particular the connection to the computer network including all cabling, are met prior to installation.

4.6 Insofar as hardware is supplied by IDS, the Customer shall ensure a suitable hardware and software environment insofar as its own hardware or software or hardware or software acquired from third parties is to be connected by us.

4.7 During test operations and during installation, the Customer shall ensure the presence of competent and trained employees and shall stop other work with the computer equipment if necessary. He will ensure the backup of all his data before each installation.

§ 5 Rights of use

5.1 Rights of use shall not pass to the customer until payment has been made in full. Insofar as usage options are granted before full payment, these are revocable at any time.

5.2 In the case of standard software and other copyrighted material, the manufacturer's terms of use shall apply. These terms of use shall be made available to the Customer on request, even before conclusion of the contract. Unless otherwise stipulated in these terms of use or in terms of use agreed between the Customer and IDS, the following terms of use shall apply.

5.3 Unless otherwise agreed, the Purchaser shall be granted a non-exclusive licence to use the software for an unlimited period of time. This permission is not transferable. The Purchaser is not permitted to grant rights of use to third parties. If no network licence (= multi-user licence) is purchased, use is only permitted on a single computer. If the hardware is changed, the software must be completely deleted from the hardware previously used. Simultaneous storage, keeping in stock or use on more than one hardware unit is not permitted.

5.4 In the case of a network licence, this right of use shall apply to the agreed individual seats of the contractually determined local network. The Customer is obliged to prevent any use by third parties.

5.5 Unless otherwise mandatorily required by law, the Purchaser shall not be entitled to reproduce, distribute, make publicly available, rent, modify or edit any software or written material provided to it.

5.6 Existing copyright notices or registration features, such as in particular registration numbers in the software, may not be removed or changed.

5.7 For each case of culpable infringement of the above provisions by the Purchaser, we shall be entitled, without prejudice to other rights, to demand a contractual penalty which shall be determined by us in each individual case in accordance with § 315 BGB and the amount of which may be reviewed by the competent court.

5.8 Third parties within the meaning of this paragraph shall also include companies affiliated with the Purchaser, or spatially or organisationally separate entities, such as branch offices.

§ 6 Prices, remuneration

6.1 All prices are quoted in EURO ex works plus shipping, insurance and packaging costs as well as the value added tax applicable at the time of delivery, including packaging.

6.2 Unless otherwise stated in the order confirmation, the list prices of IDS shall apply, alternatively our usual prices.

6.3 If a delivery period of more than six weeks is agreed or in the case of continuing obligations lasting longer than six weeks, we shall be entitled to pass on to the customer any cost increases that have occurred in the meantime for procurement or delivery or for the deployment of personnel by increasing the prices affected thereby to the extent necessary to compensate for these changes.

6.4 If the contract is a contract for work and services in which we are the contractor and if the customer terminates the contract in accordance with § 648 of the German Civil Code (BGB) before we have commenced performance, we shall be entitled to a lump-sum payment of 10% of the agreed total remuneration. We are entitled to claim a higher reasonable remuneration.

6.5 If, after the conclusion of the contract, we discover that assumptions which have become part of the contract are not correct (see B, Section 3), the customer shall be obliged to remunerate any additional expenditure in accordance with the agreed rates, or alternatively our usual rates, if we do not submit a supplementary offer.

§ 7 Terms of payment

7.1 The Customer agrees that invoices may also be sent to him electronically. IDS may also use messengers or representatives for invoicing. The invoice shall be sent to the generally known address, fax number or electronic address, unless the parties agree otherwise.

7.2 Unless otherwise stated in the order confirmation or these terms and conditions, invoices are due immediately and without deduction. If a payment date has not been agreed, the occurrence of default shall be governed by the statutory provisions.

7.3 In the case of bank transfers, the timeliness of payments shall be determined by their availability to us.

7.4 IDS shall be entitled to set off payments against the oldest due invoice even if the Customer has stipulated repayment to the contrary.

8 Rights of set-off and retention, assignment

8.1 The orderer is only entitled to set-off with undisputed or legally established claims. The customer is only entitled to exercise rights of retention with undisputed or legally established claims from the same legal relationship.

8.2 The assignment of claims against us is excluded. This shall not apply within the scope of application of § 354a HGB.

§ 9 Delivery, transfer of risk

9.1 All deliveries are made ex house. We do not assume any guarantee for the cheapest mode of shipment.

9.2 Except in cases of a debt to be discharged at the place of performance, the risk of loss and deterioration shall pass to the Customer upon delivery to the person commissioned with the shipment, irrespective of the regulation of the transport costs, even if IDS carries out the shipment itself.

9.3 If the customer notifies us of his wish prior to shipment, we will cover the delivery by transport insurance at his expense.

§ 10 Delay in performance, reservation of self-delivery, obstacles to performance,

Default of acceptance

10.1 All dates and deadlines for the provision of services by IDS shall only be binding if they have been designated as binding by IDS.

10.2 Even if a time is determined for the delivery or service according to the calendar or if an event must precede the delivery or service and a reasonable time for the delivery or service is determined in such a way that it can be calculated from the event according to the calendar, we shall be in default exclusively by means of a reminder from the customer.

10.3 Since we procure hardware and standard software from suppliers, we may withdraw from the contract if we ourselves are not supplied on time or correctly despite congruent orders.

10.4 Impediments to performance for which we are not responsible shall lead to a corresponding extension of the delivery or performance period. This shall apply in particular to defective or missing self-supply (see Clause 1), force majeure, war, natural disasters, traffic or operational disruptions, impeded import, shortage of energy and raw materials, official measures and industrial disputes as well as the breach of duties or obligations of the Customer to cooperate. IDS shall be entitled to withdraw from the contract if the impediment to performance continues for an unknown period and the purpose of the contract is jeopardised. If the impediment lasts longer than 2 months, the Customer shall be entitled to withdraw from the contract with regard to the part not yet fulfilled if he is not entitled to withdraw from the contract as a whole.

10.5 An extension of the delivery or performance period shall also occur as long as the parties negotiate a change in the delivery or performance or we submit a supplementary offer after assumptions in our offer that have become part of the contract turn out to be incorrect.

10.6 Compliance with our delivery obligation is conditional upon the timely and proper fulfilment of the purchaser's obligations.

10.7 If the customer does not take delivery of the goods in due time or if he does not call for other services in due time or if he is in default of acceptance, we shall be entitled to dispose otherwise of the object or the human and material resources and to deliver or perform within a reasonably extended period of time. Within the scope of the claim for damages due to delay on the part of the customer, we can claim 10% of the agreed price and within the scope of the claim for damages due to non-fulfilment, we can claim 30% of the agreed price, in each case without value added tax, as compensation without proof, insofar as it cannot be proven that only a significantly lower loss has been incurred. We reserve the right to assert an actually higher damage.

§ 11 Endangerment of claims

11.1 If it becomes apparent after the conclusion of the contract that our claim to counter-performance is jeopardised by a lack of solvency on the part of the customer, the customer shall provide security for its counter-performance in the absence of an obligation to perform in advance. If our contractual obligation consists of a work performance, service or delivery

of a (common) good to be procured for the customer which cannot be sold otherwise at any time, we may require the customer to provide advance performance in the amount of our procurement costs or, at our discretion, in the amount of 50% of its counter-performance and to provide security for the remaining amount.

11.2 In all other respects, § 321 of the German Civil Code (BGB) shall apply with the proviso that we may also refuse to perform if other claims arising from the same legal relationship within the meaning of § 273 of the German Civil Code (BGB) are at risk.

11.3 If payment by instalments has been agreed, the entire remaining claim shall become due if the customer is in default with at least two consecutive instalments in whole or in part. Deferment agreements shall become invalid if the Purchaser is in default with a performance or if the prerequisites of § 321 BGB (German Civil Code) occur with regard to a claim.

§ 12 Retention of title

12.1 IDS retains title to the items delivered by us until receipt of all payments from the entire business relationship. Notwithstanding Section 449 (2) of the German Civil Code (BGB), we shall be entitled to demand the return of the items without withdrawing from the purchase contract if the Customer is in default of payment of the purchase price in whole or in part.

12.2 The customer is obliged to treat the object of sale or the objects otherwise owned or co-owned by us in accordance with this paragraph with care. In particular, he is obliged to insure them adequately at replacement value at his own expense against damage caused by fire, water, theft and vandalism. Insofar as maintenance and inspection work is required, he must carry this out in good time at his own expense.

12.3 In the event of seizures or other interventions by third parties, the Purchaser shall notify us in writing without delay 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 court and out-of-court costs of an action in accordance with § 771 ZPO (Code of Civil Procedure), the customer shall be liable for the loss incurred by us.

12.4 The customer is entitled to process or resell the delivery item in the ordinary course of business. If the reserved goods are processed by the Customer, the processing shall be carried out for us as manufacturer and we shall acquire direct ownership or - if the processing is carried out from materials of several owners or the value of the processed item is higher than the value of the reserved goods - co-ownership of the new item in the ratio of the value of the reserved goods to the value of the newly created item. In the event that no such acquisition of ownership should occur at IDS, the Customer shall already now transfer to us the future ownership or the co-ownership in the ratio described above. If the delivery item is combined or inseparably mixed with other items to form a uniform item and if one of the other items is to be regarded as the main item, we shall, insofar as the main item belongs to us, transfer to the Customer pro rata co-ownership of the uniform item in the ratio specified in sentence 2. In the event of resale, the customer hereby assigns to us all claims in the amount of the final invoice amount including value added tax which accrue to him from the resale against his customers or third parties. The customer shall remain authorised to collect this claim even after the assignment, provided that he has created the prerequisites for passing on the collected amounts to us and as long as the prerequisites of the provision on endangerment of claims (§ 321 BGB) do not occur. Our authority to collect the claim ourselves shall remain unaffected by this. At the request of IDS, the Customer shall be obliged to disclose the assignment and to hand over to us the documents and information required for the assertion of the claim.

We undertake to release the securities to which we are entitled at the request of the customer insofar as the value of our securities exceeds the claims to be secured by more than 20%. The selection of the securities to be released shall be incumbent upon us.

§ 13 Limitation of liability

13.1 Limitation of liability on the merits

We are not liable for simple negligence of our organs, legal representatives, employees or other vicarious agents. This limitation of liability does not apply to

13.1.1 damage resulting from injury to life, body or health due to at least negligent breach of duty,

13.1.2 other damage caused by at least grossly negligent breach of duty or by at least negligent breach of material contractual obligations (obligations the fulfilment of which is a prerequisite for the proper performance of the contract and on the observance of which the contractual partner may regularly rely),

13.1.3 Damage falling within the scope of protection of an assurance given by us (guarantee, § 276 para. 1 BGB) or a warranty (§ 443 BGB),

13.1.4 claims under the Product Liability Act.

13.2 Limitation of liability in terms of amount

Our liability for simple negligence or gross negligence on the part of our vicarious agents who are not legal representatives or executives (simple vicarious agents) shall be limited, with the exception of the cases set out in subsections 1.1, 1.3 and 1.4 above, to the damage typically to be expected at the time of conclusion of the contract and, in the case of a claim for compensation for futile expenditure, to the amount of the interest in performance. In the event of loss of data, we shall only be liable in the case of simple negligence for the expenditure which would have been necessary for the restoration of the data in the event of proper and regular data backup by the customer.

13.3 Liability arising from pre-contractual obligations and business contacts

This clause 13 shall also apply to claims for damages of the customer arising from contractual obligations which arise from the commencement of contractual negotiations, the initiation of a contract or similar business contacts. If a contract is concluded between us and the customer, the customer hereby waives all claims that go beyond the liability according to paragraph 13.

13.4 Tort claims

This Clause 13 shall also apply to claims in tort by the Purchaser.

13.5 Limitation of liability in favour of third parties

To the extent that liability is excluded or limited under this clause 13, this shall also apply to the personal liability of our employees, representatives and vicarious agents.

13.6 Without prejudice to Clause 14.6, other claims for damages and for reimbursement of futile expenses of the Client shall become statute-barred within one (1) year. This shall not apply to claims for damages due to injury to life, body or health. Furthermore, this shall not apply to claims of the Client under the Product Liability Act, in the event of an assurance (guarantee, § 276 para. 1 BGB) or warranty (§ 443 BGB) as well as claims due to other damages which are based on an intentional or grossly negligent breach of duty.

13.7 Indemnification from third party claims

The Purchaser shall indemnify us against all claims of its vicarious agents or other third parties engaged by it which go beyond the liability under this Clause 13, including claims arising from pre-contractual obligations and business contacts.

14 Claims of the Purchaser in the event of defects (material defects and defects of title)

14.1 Obligation to examine and give notice of defects. Rights of the Purchaser due to material defects are subject to proper inspection and notification of defects (§ 377 HGB).

14.2 Material defects in used goods. In the event of the purchase of used goods, the Customer's rights due to material defects shall be excluded. This shall not apply to claims for damages and claims arising from an assurance (guarantee, Section 276 (1) BGB) or warranty (Section 443 BGB) issued by IDS or if we have fraudulently concealed the defect (Section 444 BGB).

14.3 Subsequent performance. IDS shall be entitled to remedy the defect at our discretion by repair or delivery of a defect-free item (subsequent performance). If the supplementary performance fails, the Customer may reduce the purchase price or, if a construction work is not the subject of the liability for defects, withdraw from the contract at its discretion. Our obligation to bear the expenses necessary for the purpose of subsequent performance, in particular transport, travel, labour and material costs, shall be excluded in any case insofar as the expenses increase because the purchased item has been taken to a place other than the recipient's domicile or commercial establishment after delivery, unless the transfer corresponds to the intended use of the item. The right of the customer under section 439 subsection 3 sentence 1 of the German Civil Code (Bürgerliches Gesetzbuch - BGB) to demand reimbursement of the expenses incurred in removing the defective item and installing or mounting the repaired or delivered defect-free item is limited to 150% of the purchase price of the item in defect-free condition or 200% of the reduced value due to the defect. The purchaser's right to claim damages and reimbursement of expenses in the event of recourse (Section 478 (2) BGB) shall remain unaffected by the provisions of this clause.

14.4 Material defects in supplied hardware and software

a) In deviation from the above section 14.3, in the case of the delivery of hardware and standard software of third party manufacturers as well as in the case of the involvement of third parties in maintenance services, we may assign our corresponding claims against our supplier, the manufacturer or other third parties to the purchaser for the purpose of subsequent improvement or replacement delivery. In this case, before asserting his right to subsequent performance by us, reimbursement of expenses after self-performance, damages in lieu of performance, withdrawal or reduction, the purchaser must, if necessary, take legal action against our supplier or the manufacturer for subsequent performance, damages or reimbursement of expenses after self-performance, unless this is unreasonable for the purchaser. If the purchaser incurs costs which he is unable to recover from the supplier despite enforcement, we shall be obliged to compensate the purchaser.

b) The foregoing shall also apply if we have adapted, configured or otherwise modified the software or hardware for the needs of the customer, unless the material defect has been caused by our performance.

14.5 Interventions by the Purchaser. In the event of interventions by the purchaser in the goods, in particular in the program code, which are not permitted by contract, the operating instructions or other instructions for use, the purchaser shall not be entitled to any claims for defects if the purchaser does not demonstrate and prove to us that the defect is not due to the intervention.

14.6 Claims under a right of recourse (§ 445a BGB)

The following provisions shall only apply if the end customer is an entrepreneur: The customer shall only be entitled to recourse claims if we are responsible for the defect; if the customer is held liable for subsequent performance by a customer, he shall only be entitled to recourse claims against us if he has given us the opportunity for subsequent performance. The purchaser shall only be entitled to recourse claims if we would not have been entitled to refuse subsequent performance on our part. Only expenses for supplementary performance which have led to a successful supplementary performance shall be subject to recourse. If the purchaser's customer has taken back the object of sale or if the purchaser has reduced the purchase price, the purchaser shall only be entitled to recourse claims against us if he could not have averted the taking back or reduction by subsequent performance.

14.7 Limitation of claims for defects, unless excluded by these conditions:

In the event of intentional or grossly negligent breaches of duty, fraudulent concealment of a defect, damage resulting from injury to life, limb or health, claims under the Product Liability Act as well as in the event of an assurance (guarantee, Section 276 (1) BGB) or warranty (Section 443 BGB) or if we have fraudulently concealed the defect (Section 444 BGB), the statutory provisions on limitation shall apply. All other material defect claims of the customer shall become statute-barred after one (1) year. The same shall also apply to

- Claims due to defects in title with the following exception: Notwithstanding sentence 1, claims due to a defect which consists in a right in rem of a third party, on the basis of which the surrender of the object of sale can be demanded, shall become statute-barred in five (5) years.
- Claims under a right of recourse, provided that the end buyer is an entrepreneur. In these cases, the suspension of expiry according to § 445b para. 2 BGB is also excluded.

15 Cooperation of the Customer in the Event of Defects

15.1 For any rectification of defects, the customer shall provide us with the information necessary to diagnose and rectify the defect, if necessary upon request, and, in the event of rectification by remote data transmission or telephone, provide us with a trained and competent employee to assist in the rectification. In the event of subsequent performance on site, we must be given unhindered access to the defective goods and, if necessary, other work on the hardware or in the purchaser's network must be stopped.

15.2 The Purchaser is obliged to report any defects found in hardware or software in as detailed and reproducible a manner as possible.

15.3 If the customer makes a claim for subsequent performance against us and it turns out that there is no claim for subsequent performance (e.g. user error, improper handling of the goods, absence of a defect), the customer shall reimburse us for all costs incurred in connection with the inspection of the goods and the subsequent performance, unless he is not responsible for our claim.

15.4 In the event of a system failure due to an error for which we are responsible, we shall restore the data to the state of the data backup last carried out by the customer before the failure. The customer shall provide the corresponding data in machine-readable form.

15.5 If a claim is made against the Purchaser on account of the infringement of third party rights or for failure to continue using the delivery item, the Purchaser must inform us of this without delay.

§ 16 Partial performance

16.1 Partial deliveries, partial services and corresponding invoices are permissible if they are not unreasonable for the customer.

§ 17 Right of return

As a matter of principle, the customer shall not be entitled to a contractual right of return. Something else shall only apply if we have expressly granted him a right of return in writing. Such rights of return shall only apply to tangible objects, i.e. in particular not to software delivered in an intangible form (not on CD/DVD). A claim to the granting of a right of return does not exist in any case. Goods returned without prior agreement of a right of return shall be rejected without exception. If we grant the customer a right of return, this shall only apply to goods that have already been paid for. Excluded from any right of return are goods that are individually manufactured, configured, adapted, processed, on special offer, sold out, marked as such, discontinued or otherwise deviate from the current series standard. The right of return expires at the latest 2 weeks after receipt of the goods and can only be effectively exercised by returning the goods in due time; the date of receipt of the goods by us is decisive,

1. for software: original packaging and unopened, including data carriers and documentation;
2. in the case of hardware: of the delivered equipment including accessories, documentation and complete original packaging in unaltered, in particular undamaged new condition.

The return of the goods shall be at the expense and risk of the customer. The latter shall choose the safest transport route in its own interest and ensure adequate insurance. Partial returns of deliveries require a separate agreement.

§ 18 Hardware and software maintenance

A separate contract is required for the maintenance of hardware or software. Our Supplementary Terms and Conditions for Hardware and Software Maintenance (Contractual Terms for SmartPACT Service) shall apply.

19 Activity of employees at the Purchaser

19.1 If services are rendered by our employees or vicarious agents at the customer's premises, the customer shall provide suitable premises and equipment at its own expense, unless we have undertaken to do so.

19.2 The Customer shall ensure at its own expense by means of suitable organisational and spatial measures that our employees or vicarious agents are not integrated into the Customer's business.

19.3 The customer shall have no right to issue instructions to our employees or vicarious agents. The customer's right to issue instructions within the scope of service contracts or contracts for work and services may only be exercised vis-à-vis one of our legal representatives or a person designated for this purpose as authorised to represent us.

§ 20 Acceptances

19.1 If acceptance is required by contract or by law, the following provisions shall apply.

19.2 At our request, partial acceptances shall be carried out for definable parts of the performance which can be used independently or for parts of the performance on which further services are based, if the parts of the performance to be accepted can be tested

separately. If all parts of the service have been accepted, the last partial acceptance shall also be the final acceptance.

19.3 If the delivery of hardware or standard software is part of the service requiring acceptance, we shall be entitled to charge the customer for this, irrespective of any acceptance of the rest of the service.

§ 21 Export

We are obliged by law and furthermore in our relationship with suppliers to observe the export restrictions of national and international law and to impose these restrictions on the orderer. The customer is obliged to observe these regulations as well. Upon request, we shall provide the customer with information on the goods and services affected by contractual subjection agreements.

The customer is solely responsible for compliance with export regulations. We are not obliged to ship goods to places or to provide services at places for which export restrictions apply. Otherwise, the customer shall, at our discretion, collect the goods from our place of dispatch or provide a substitute address.

§ 22 Suspension of limitation in case of negotiations

A suspension of the limitation period for claims of the customer in the course of negotiations shall only occur if we have entered into negotiations in writing. The suspension ends 3 months after our last written statement.

§ 23 Special regulations for temporary leasing of use

23.1 If we agree with the Customer on the provision of an item for a limited period of time, e.g. hardware or software or storage space (cloud computing), these Terms and Conditions shall apply subject to the following overriding provisions.

23.2 Unless otherwise agreed, the usage fee shall be paid monthly in advance, pro rata temporis in the event of commencement or termination during the month.

23.3 Liability for initial defects regardless of fault is excluded unless the defect is a property warranted by us (guarantee, Section 276 (1) of the German Civil Code (BGB)).

23.4 The transfer of use to third parties, e.g. within the scope of a sub-lease, or the alteration of the agreed, in the absence of an agreement of the first location with the Purchaser, is not permitted to the Purchaser.

23.5 In the case of physical objects handed over to the customer or software used by the customer on hardware in his direct possession, we are not obliged to maintain the object handed over during the term of the contract. This is the responsibility of the customer. The calculation of the price shall be based on this allocation of tasks. The customer shall be free to make use of any support or maintenance services offered by us or the manufacturer against payment and we shall cooperate to the necessary extent in any acquisition of such services from the manufacturer. Changes to the subject matter of the contract may only be made with our consent. In the case of hardware, this applies in particular to the installation of new hardware parts or operating programmes. The installation of application software shall be at the purchaser's own risk and expense.

In the case of software, the installation and application of updates shall only be permitted with our express consent and shall be carried out at the purchaser's own expense and risk. We are obliged to give our consent insofar as this is necessary for the maintenance of the software. The customer may not claim a reduction in the usage fee, but any claims for repayment of the usage fee shall remain unaffected.

23.6 In the case of incorporeal objects, such as storage space (cloud) or ASP contracts (Application Service Providing), usability is based on the agreed availability rate. We may provide the service in whole or in part through third parties.

If specific third parties are designated in the contract, their terms and conditions of use/service shall apply with priority. Upon request, the Purchaser shall receive information on the use of third parties as well as an insight into their terms of use/service already prior to the conclusion of the contract, and upon request at any time after the conclusion of the contract.

23.7 The Customer may only store or otherwise process content, the use of which does not violate German law or any applicable foreign law, in particular does not constitute a criminal offence or a threat of a fine, is not in conflict with data protection law or does not violate third party protective rights, such as copyright, patent, name or trademark rights. In the case of the provision of storage space (cloud), we shall be entitled to temporarily block access immediately until a legal review has been completed if there are indications of a breach of the above obligations or if third parties or authorities raise objections to the content or actions of the customer which are not obviously unfounded. The customer shall be heard beforehand if possible.

23.8 The Purchaser shall only be entitled to terminate the contract due to non-granting or deprivation of contractual use after the fruitless expiry of a reasonable deadline for replacement delivery. It shall not be necessary to set a deadline if we have seriously and finally refused to make the replacement delivery or if there are special circumstances which justify immediate termination after weighing up the interests of both parties.

23.9 After termination of the contract, all copies of the software or parts thereof must be deleted in such a way that recovery is technically impossible. The customer shall assure this in writing. We shall be entitled to check the deletion at our own expense on site at the customer's premises after prior notice and also to access all necessary equipment, such as in particular computers and EDP systems of the customer. The customer shall cooperate to the necessary extent.

§ 24 Data protection

We process personal data in accordance with the statutory data protection requirements. Furthermore, Inter Data Systems GmbH strictly applies the European Data Protection Regulation and observes the customer's data protection guidelines communicated to it.

§ 25 Place of performance, choice of law, contractual language, place of jurisdiction

25.1 For contracts with merchants, the place of performance for both parties shall be the registered office of our company.

25.2 These Terms and Conditions and the entire legal relationship between the parties shall be governed by German law. Insofar as contractual terms and conditions of third parties between us and the Purchaser are applicable which are subject to foreign law, this law shall apply.

25.3 The contractual language is German.

25.4 If the Customer is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction shall be Hanau; however, we shall be entitled to sue the Customer at another statutory place of jurisdiction.

25.5 The invalidity of provisions in these contractual terms and conditions or of any other provision agreed between the parties shall not affect the validity of the remaining provisions of these General Terms and Conditions of Delivery and Service or of any other agreements. In the case of provisions otherwise agreed between the parties, the parties shall be obliged to replace the invalid provisions with valid provisions which come as close as possible to the meaning of the invalid provisions.