

Terms of Service

Aam Digital GmbH

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General Terms and Conditions

1. Remuneration, Payment, Performance Protection, Dates

1.1 Unless otherwise agreed, the remuneration will be calculated based on expenditure at the provider's generally applicable prices at the time the contract was concluded. Remuneration is always net prices plus statutory sales tax.

The provider can bill monthly. If services are remunerated according to expenditure, the provider documents the type and duration of the activities and transmits this documentation with the invoice.

1.2 In principle, all invoices are to be paid no later than 14 calendar days after receipt, free of charge, without any deductions.

1.3 The customer can only offset or withhold payments due to defects if he is actually entitled to payment claims due to material or legal defects in the service. Because of other claims for defects, the customer can only withhold payments in proportion to the defect. Section 4.1 applies accordingly. The customer has no right of retention if his claim for defects has expired. Otherwise, the customer can only offset undisputed or legally established claims or exercise retention.

1.4 The provider reserves the property and rights to be granted to the services until full payment of the owed remuneration, justified retention of defects according to section 1.3. Sentence 2 are taken into account. Furthermore, the provider retains ownership until all of his claims from the business relationship with the customer have been met.

The provider is entitled to prohibit the customer from further use of the services for the duration of a delay in payment. The provider can only exercise this right for a reasonable period of time, usually for a maximum of 6 months. This does not mean a withdrawal from the contract. Section 449 (2) BGB remains unaffected.

If the customer or his buyer returns the services, the acceptance of the services does not constitute a withdrawal by the provider, unless he has expressly declared his withdrawal. The same applies to the seizure of the reserved goods or rights to the reserved goods by the provider.

items The customer may neither pledge nor assign by way of security any under ownership or reservation of title. The customer is only permitted to resell in the normal course of business as a reseller on the condition that the customer's claims against his customers in connection with the resale have been effectively assigned to the provider and the customer transfers ownership to his customer subject to payment. By concluding this contract, the customer assigns his future claims in connection with such sales against his customers to the provider as a precaution, who hereby accepts this assignment.

If the value of the provider's security interests exceeds the amount of the secured claims by more than 20%, the provider will release a corresponding proportion of the security interests at the customer's request.

- 1.5** In the event of a permissible transfer of rights of use to deliveries and services, the customer is obliged to impose the contractually agreed restrictions on the recipient.
- 1.6** If the customer does not settle a due claim in full or in part by the contractual payment date, the provider can revoke agreed payment terms for all claims. The provider is also entitled to provide further services only against prepayment or against security through a performance guarantee from a credit institute or credit insurer approved in the European Union. The advance payment must cover the respective billing period or - in the case of one-off services - their remuneration.
- 1.7** If the customer is economically unable to fulfill his obligations towards the provider, the provider can terminate existing exchange contracts with the customer by withdrawing or terminating continuing obligations without notice, even if the customer files for insolvency. § 321 BGB and § 112 InsO remain unaffected. The customer will inform the provider in writing of an impending insolvency in good time.
- 1.8** Fixed performance dates should only be expressly agreed in a documented form. The agreement of a fixed performance date is subject to the proviso that the provider receives the services of his respective sub-suppliers on time and in accordance with the contract.

2. Cooperation, duty to cooperate, confidentiality

- 2.1** customer and the provider each designate a responsible contact person. Unless otherwise agreed, communication between the customer and the provider takes place via these contact persons. The contact persons have to bring about all decisions related to the execution of the contract without delay. The decisions are to be documented in a binding manner.
- 2.2** The customer is obliged to support the provider as far as necessary and to create all the prerequisites necessary for the proper execution of the order in his operating sphere. For this purpose, he will in particular provide the necessary information and, if necessary, enable remote access to the customer system. If remote access is not possible for security reasons or other reasons, the deadlines affected by this are extended appropriately; The contractual partners will agree on an appropriate regulation for further effects. The customer also ensures that competent staff is available to support the provider.

Insofar as it is agreed in the contract that services can be provided on site at the customer, the customer will provide sufficient workplaces and work equipment free of charge at the request of the provider.

- 2.3** Unless otherwise agreed, the customer will ensure proper data backup and failure prevention for data and components (such as hardware, software), the nature and importance of which is appropriate.
- 2.4** The customer must immediately report defects in writing in a comprehensible and detailed form, stating all information relevant to the defect detection and analysis. In particular, the work steps that led to the occurrence of the defect, the appearance

and the effects of the defect must be specified. Unless otherwise agreed, the respective forms and procedures of the provider are used.

- 2.5** Upon request, the customer will adequately support the provider in examining and asserting claims against other parties involved in connection with the provision of the service. This applies in particular to claims of recourse by the provider against sub-suppliers.
- 2.6** The contractual partners are obliged to maintain secrecy about business secrets and other information designated as confidential (e.g. in documents, documents, databases) that become known in connection with the execution of the contract and not to disclose this beyond the purpose of the contract without the written consent of the other contractual partner use yet to disclose.

The respective receiving contractual partner is obliged to take appropriate confidentiality measures for business secrets and for information designated as confidential. The contracting parties are not entitled to obtain business secrets of the other contracting party by observing, examining, dismantling or testing the subject matter of the contract. The same applies to other information or objects received during the execution of the contract.

The disclosure of business secrets as well as other information designated as confidential to persons who are not involved in the conclusion, execution or processing of the contract may only take place with the written consent of the other contractual partner.

Unless otherwise agreed, the obligation of secrecy for other information designated as confidential ends five years after the respective information became known, but not before its termination in the case of continuing obligations. Business secrets are to be kept secret indefinitely.

The contractual partners will also impose these obligations on their employees and any third parties employed.

- 2.7** The contracting parties are aware that electronic and unencrypted communication (e.g. by e-mail) is fraught with security risks.

With this type of communication, you will therefore not assert any claims that are justified by the lack of encryption, unless encryption has been agreed beforehand.

3. Disruptions in the provision of services

- 3.1** If a cause for which the provider is not responsible, including a strike or lockout, affects the adherence to deadlines ("disruption"), the dates are postponed by the duration of the disruption, if necessary including an appropriate restart phase. One contractual partner must inform the other contractual partner immediately about the cause of a disruption that has occurred in his area and the duration of the postponement.
- 3.2** If the effort increases due to a disruption, the provider can also demand reimbursement of the additional effort, unless the customer is not responsible for the disruption and the cause is outside his area of responsibility.

- 3.3** If the customer can withdraw from the contract due to improper performance by the provider and / or claim damages in lieu of performance or claim such, the customer will, upon request by the provider, declare in writing within a reasonable period of time whether he is asserting these rights or whether he wishes to continue to provide the service . In the event of withdrawal, the customer has to reimburse the provider for the value of previously existing usage options; the same applies to deterioration due to intended use.

If the provider defaults on the provision of services, the customer's damage and reimbursement of expenses due to the delay is limited to 0.5% of the price for each full week of the delay for that part of the contractual service that cannot be used due to the delay. The liability for delay is limited to a maximum of 5% of the remuneration for all contractual services affected by the delay; in the case of continuing obligations based on the remuneration for the respective services concerned for the full calendar year. In addition and with priority, a percentage of the remuneration agreed upon conclusion of the contract applies. This does not apply if the delay is due to gross negligence or intent on the part of the provider.

- 3.4** In the event of a delay in performance, the customer only has a right of withdrawal within the framework of the statutory provisions if the provider is responsible for the delay. If the customer is entitled to claim damages or reimbursement of expenses instead of the service due to the delay, he is entitled to demand 1% of the price for each full week of the delay for that part of the contractual service that cannot be used due to the delay a maximum of 10% of this price in total; in the case of continuing obligations based on the remuneration for the respective services concerned for the full calendar year. In addition and with priority, a percentage of the remuneration agreed upon conclusion of the contract applies.

4. Material defects and reimbursement of expenses

- 4.1** The provider guarantees the contractually owed quality of the services. No claims due to material defects exist for an insignificant deviation of the provider's services from the contractual quality.

Claims due to defects also do not exist in the case of excessive or improper use, natural wear and tear, failure of components of the system environment, non-reproducible or otherwise verifiable software errors by the customer or damage that occurs due to special external influences that are not assumed in the contract. This also applies to subsequent changes or repairs by the customer or third parties, unless this does not make the analysis and elimination of a defect more difficult. Clause 6 applies in addition to claims for damages and claims for reimbursement of expenses.

- 4.2** The limitation period for material defect claims is one year from the start of the statutory limitation period. The legal deadlines for recourse according to § 478 BGB remain unaffected.

The same applies if the law prescribes longer periods in accordance with Section 438, Paragraph 1, No. 2 or Section 634a, Paragraph 1, No. 2 BGB, in the event of an intentional or grossly negligent breach of duty by the provider, in the case of fraudulent concealment of a defect and in cases of breach of life, body or health as well as for claims under the Product Liability Act.

The processing of a notification of a material defect from the customer by the provider only leads to the suspension of the statute of limitations insofar as the legal requirements for this are met. A new start of the statute of limitations does not occur.

A non-fulfillment (new delivery or repair) can only affect the statute of limitations of the defect triggering the non-fulfillment.

4.3 The provider can demand reimbursement of his expenses if

- a) he takes action on the basis of a report without a defect being present, unless the customer could not recognize with reasonable effort that there was no defect, or
- b) a reported fault cannot be reproduced or otherwise the customer can prove it is a defect, or
- c) additional work is incurred due to improper fulfillment of the customer's obligations (see also sections 2.2, 2.3, 2.4 and 5.2).

5. Defects in title

5.1 The provider is only liable for violations of third-party rights through its service if the service is used unchanged in accordance with the contract and in particular in the contractually agreed, otherwise in the intended application environment.

The provider is only liable for violations of third party rights within the European Union and the European Economic Area and at the place where the service is used in accordance with the contract. Section 4.1 sentence 1 applies accordingly.

5.2 If a third party asserts against the customer that a service by the provider violates his rights, the customer shall notify the provider immediately. The provider and, if applicable, his sub-suppliers are entitled, but not obliged, to fend off the asserted claims at their own expense, insofar as this is permissible.

The customer is not entitled to recognize the claims of third parties before he has given the provider a reasonable opportunity to defend against the rights of third parties in another way.

5.3 If third party rights are violated by a service of the provider, the provider will, at its own discretion and at its own expense,

- a) procure the right to use the service for the customer or
- b) make the service free of infringement or
- c) the service with reimbursement of what the customer has paid for it Withdraw remuneration (minus a reasonable compensation for use) if the provider cannot achieve any other remedy with reasonable effort.

The interests of the customer are adequately taken into account.

5.4 Claims of the customer due to legal defects become statute-barred in accordance with section 4.2. Clause 6 also applies to damages and claims for reimbursement of

expenses by the customer; Clause 4.3 applies accordingly to additional expenses by the provider.

6. General liability of the provider

6.1 The provider is always liable to the customer

- a) for damage caused by him or his legal representatives or vicarious agents willfully or through gross negligence,
- b) according to the Product Liability Act and
- c) for damage resulting from injury to life, limb or health for which the provider, his legal representatives or vicarious agents are responsible.

6.2 The provider is not liable for slight negligence, unless he has violated an essential contractual obligation, the fulfillment of which enables the proper execution of the contract in the first place or the violation of which endangers the achievement of the purpose of the contract and on whose compliance the customer can regularly rely.

In the case of property and pecuniary damage, this liability is limited to the foreseeable damage typical for the contract. This also applies to lost profits and no savings. Liability for other remote consequential damage is excluded.

For an individual case of damage, liability is limited to the contract value, with ongoing compensation to the amount of the compensation per contract year, but not to less than € 50,000. Item 4.2 applies accordingly to the statute of limitations. When concluding the contract, the contracting parties can agree in writing on further liability, usually for a separate fee. An individually agreed liability amount has priority. This paragraph does not affect liability in accordance with Section 6.1.

In addition and with priority, the liability of the provider due to slight negligence arising from the respective contract and its implementation for damage and reimbursement of expenses is limited to the percentage of the remuneration agreed upon conclusion of the contract, regardless of the legal basis. The liability according to section 6.1 b) remains unaffected by this paragraph.

6.3 The provider is only liable for damages from a guarantee declaration if this has been expressly accepted in the guarantee. In the case of slight negligence, this liability is subject to the restrictions set out in Section 6.2.

6.4 If it is necessary to restore data or components (such as hardware, software), the provider is only liable for those expenses that are necessary for the restoration with proper data backup and failure prevention by the customer. In the event of slight negligence on the part of the provider, this liability only arises if the customer has carried out data backups and precautions appropriate to the type of data and components prior to the incident. This does not apply if this has been agreed as a service of the provider.

6.5 Sections 6.1 to 6.4 apply accordingly to claims for reimbursement of expenses and other liability claims by the customer against the provider. Sections 3.3 and 3.4 remain unaffected.

7. Data protection

The customer will conclude necessary data protection agreements with the provider for the handling of personal data.

8. Other

8.1 The customer is responsible for observing the import and export regulations applicable to the deliveries or services, in particular those of the USA. In the case of cross-border deliveries or services, the customer bears any customs duties, fees and other charges. The customer is responsible for handling legal or official procedures in connection with cross-border deliveries or services, unless otherwise expressly agreed.

8.2 German law applies. The application of the UN sales law is excluded.

8.3 The provider provides his services on the basis of his general terms and conditions (GTC). The customer's terms and conditions do not apply, even if the provider has not expressly contradicted them.

The acceptance of the services by the customer is deemed to be acceptance of the provider's terms and conditions, waiving the customer's terms and conditions.

Other conditions are only binding if the provider has acknowledged them in writing; In addition, the provider's terms and conditions apply.

Changes and additions to this contract should only be agreed in writing. Insofar as written form has been agreed (e.g. for terminations, withdrawal), text form is not sufficient.

8.4 The place of jurisdiction vis-à-vis a merchant, a legal entity under public law or a special fund under public law is the registered office of the provider. The provider can also sue the customer at his seat.

Terms of Service for the use of Software over the internet (SaaS)

1. Services

- 1.1. The provider provides the contractual services, in particular access to the software, in his area of disposal (from the data center interface to the Internet). The scope of services, the condition, the intended use and the conditions of use of the contractual services result from the respective service description, in addition to the operating instructions for the software.
- 1.2. Additional services, such as the development of customized solutions or necessary adjustments, require a separate contract.
- 1.3. The provider can provide updated versions of the software. The provider will inform the customer about updated versions and corresponding usage instructions electronically and automatically make them available.

2. Scope of Service

- 2.1. The provider guarantees access to the configured Aam Digital Case Management software.
- 2.2. The provider operates the client's instances of the application.
- 2.3. The provider sets up new users as required.
- 2.4. The provider conducts regular security updates and continuously implements functional improvements of the application.
- 2.5. The provider creates daily backups of the data, which can be restored by the support team. Backups are encrypted and stored for a limited time period (daily backups of the last 10 days, weekly backups of the last 5 weeks).
- 2.6. The provider offers e-mail support for errors in the application. Aam Digital requires the use of a current version of the Google Chrome or Firefox browsers.
- 2.7. Availability of the application of at least 99.5%. If the application is not available to the agreed extent within a month, the corresponding monthly fee will be credited to the customer and offset against future payments. A payout is not possible. In order to claim a breach of this agreement, an email with all necessary details (esp. time of the malfunction and browser used) to support@aam-digital.com is required as soon as a problem is detected.

3. Scope of use

- 3.1. The contractual services may only be used by the customer and only for the purposes agreed in the contract. During the term of the contract, the customer may access the contractual services via telecommunication (via the internet) and use the functionalities associated with the software in accordance with the contract using a browser or another suitable application (eg "app"). The customer does not receive any further rights, in particular to the software or any infrastructure services provided in the respective data center. Any further use requires the prior written consent of the provider.

- 3.2. In particular, the customer may not use the software beyond the agreed scope of use or allow it to be used by third parties or make it accessible to third parties. In particular, the customer is not permitted to reproduce, sell or lend, rent or lend software or parts thereof for a limited period of time.
- 3.3. The provider is entitled to take appropriate technical measures to protect against non-contractual use. The use of the services in accordance with the contract may not be impaired by this more than insignificantly.
- 3.4. In the event that the scope of use is exceeded by a user in breach of the contract or in the event of an unauthorized transfer of use, the customer must immediately provide the provider with all information available to him to assert claims due to the use contrary to the contract, in particular the name and address of the user.
- 3.5. The provider can revoke the customer's access authorization and / or terminate the contract if the customer significantly exceeds the permitted use or violates regulations on protection against unauthorized use. In connection with this, the provider can interrupt or block access to the contractual services. In principle, the provider has to set the customer a reasonable grace period for remedial action beforehand. The sole revocation of the access authorization does not at the same time constitute a termination of the contract. The provider can only revoke access authorization without notice for a reasonable period of time, a maximum of 3 months.
- 3.6. The provider's entitlement to remuneration for usage beyond the agreed usage remains unaffected.
- 3.7. The customer has the right to be granted access authorization and the possibility of access again after he has proven that he has stopped the use contrary to the contract and has prevented future use that is contrary to the contract.

4. Availability, deficiencies in performance

- 4.1. The availability of the services provided results from the description of services.
- 4.2. In the case of an only insignificant reduction in the suitability of the services for use in accordance with the contract, the customer shall not have any claims due to defects. The supplier's no-fault liability for defects that were already present at the time the contract was concluded is excluded.

5. Data protection

- 5.1. As far as the provider can access personal data of the customer or from his area, he acts exclusively as a processor and only processes and uses this data for the execution of the contract. The provider will observe the customer's instructions for handling this data. The customer bears any negative consequences of such instructions for the execution of the contract. The customer will agree with the provider on the details of how the provider will handle the customer's data in accordance with data protection requirements.

- 5.2. The customer remains the person responsible both generally in the contractual relationship and in terms of data protection law. Details of the rights and responsibilities of the customer and the provider acting as data processor are specified in a specific data processing agreement.
- 5.3. The provider guarantees that the customer's data will only be stored in the territory of the Federal Republic of Germany, in a member state of the European Union or in another contracting state of the Agreement on the European Economic Area, unless otherwise agreed.

6. Obligations of the customer

- 6.1. The customer has to protect the access authorizations assigned to him or the users as well as identification and authentication information against access by third parties and not to pass them on to unauthorized persons.
- 6.2. The customer is obliged to exempt the provider from all claims by third parties due to legal violations which are based on an illegal use of the object of performance by him or which are made with his approval. If the customer recognizes or has to recognize that such a violation is imminent, there is an obligation to inform the provider immediately.
- 6.3. The customer has to use the options provided by the provider to secure his data in his original area of responsibility.

7. Use in breach

- 7.1. For each case in which a contractual service is used without justification in the customer's area of responsibility, the customer shall pay compensation in the amount of the remuneration that would have been incurred for the contractual use within the framework of the minimum contract period applicable to this service. The customer reserves the right to prove that the customer is not responsible for the unauthorized use or that there is no or significantly less damage. The provider remains entitled to claim further damage.

8. Fault management

- 8.1. The provider will receive fault reports from the customer, assign them to the agreed fault categories (Section 8.3) and, on the basis of this assignment, carry out the agreed measures to analyze and rectify faults.
- 8.2. The provider will receive proper malfunction reports from the customer during normal business hours and each will be given an identifier. At the customer's request, the provider will confirm receipt of a malfunction report, stating the identifier assigned.
- 8.3. Unless otherwise agreed, the provider will assign received fault reports to one of the following categories after a first inspection:

- a) Serious fault

The fault is based on an error in the contractual services, which makes the use of the contractual services, in particular the software, impossible or only with severe

restrictions permitted. The customer cannot work around this problem in a reasonable way and therefore cannot carry out tasks that cannot be postponed.

b) Other disruption

The disruption is based on an error in the contractual services, which more than insignificantly restricts the use of the contractual services, in particular the software, by the customer, without a serious disruption being present.

c) Other messages

- 8.4. Fault messages that do not fall into categories a) and b) are assigned to the other messages. Other reports will only be handled by the provider in accordance with the agreements made for them.
- 8.5. In the event of reports of serious malfunctions and other malfunctions, the provider will immediately take appropriate measures based on the circumstances reported by the customer in order to first localize the cause of the malfunction. If, after an initial analysis, the reported fault does not appear to be an error in the contractual services, in particular in the software provided, the provider will notify the customer of this immediately. Otherwise, the provider will initiate appropriate measures for further analysis and rectification of the reported malfunction or - in the case of third-party software - transmit the malfunction report together with its analysis results to the distributor or manufacturer of the third-party software with a request for remedial action. The provider will immediately provide the customer with measures to circumvent or correct an error in the contractual services, in particular the software provided, such as instructions for action or corrections to the software provided. The customer will immediately take such measures to bypass or rectify disruptions and report any remaining disruptions to the provider without delay.

9. Contact point (hotline)

- 9.1. The provider sets up a contact point for the customer (hotline). This office processes the customer's inquiries in connection with the technical requirements and conditions of the provided software as well as individual functional aspects.
- 9.2. The prerequisite for the acceptance and processing of inquiries is that the customer nominates professionally and technically appropriately qualified staff to the provider who are responsible for processing inquiries from users of the software provided internally at the customer's premises. The customer is obliged to only send inquiries to the hotline via this personnel named to the provider and to use the forms provided by the provider. The hotline accepts such inquiries by email during normal business hours of the provider.
- 9.3. The hotline will process proper inquiries in the normal course of business and answer them as far as possible. The hotline can refer to documentation accessible to the customer and other training materials for the software provided to answer them. If the hotline cannot answer, or if it is not possible in a timely manner, the provider will - insofar as this has been expressly agreed - forward the inquiry for processing, in particular inquiries about software not produced by it. Further services of the hotline, such as different contact times and deadlines as well as on-call duty or on-site visits by the provider at the customer's premises, must be expressly agreed in advance.

10. Contract term and contract termination

- 10.1. The contractually agreed services are provided from the date specified in the contract, initially for the duration of the term agreed in the contract. Ordinary early termination on both sides is excluded during this minimum term.

- 10.2. The contract can be terminated with a notice period of one month, at the earliest at the end of the minimum term. The right of each contractual partner to extraordinary termination for an important reason remains unaffected.
- 10.3. Any notice of termination must be in writing to be effective. Section 8.4 AV Aam Digital GmbH applies.
- 10.4. The customer will be backing up his data in good time before the end of the contract (e.g. by downloading). Upon request, the provider will support the customer. After termination of the contract, the customer will no longer be able to access these databases for reasons of data protection law.

11. Validity of the contractual conditions

The general contractual conditions of Aam Digital GmbH also apply.