

General Terms and Conditions (GTC) of otris systems GmbH

1. Contract Terms

otris systems GmbH provides services exclusively on the basis of these terms and conditions. Other terms and conditions shall not become part of the contract, even if we do not expressly object to them.

2. Conclusion of the Contract

The contract is concluded when the customer accepts the services offered by otris systems GmbH or when a written contract is signed by both parties.

3. Termination

3.1 A minimum contract term of one month is agreed.

3.2 Unless otherwise agreed in the contract between the parties, the contractual relationship may be terminated after the minimum term with one month's notice to the end of the contract month. The right to extraordinary termination for good cause remains unaffected by this.

3.3 Terminations must be made in writing to be effective.

4. Service Level

4.1 The services are usually available permanently (365 days, 24 hours). Planned maintenance work always takes place outside service hours (Monday–

Friday, 9:00 a.m.–6:00 p.m.). If, for urgent, unavoidable technical reasons, maintenance work is exceptionally necessary during service hours, notification will be provided by email in good time, where possible.

Operating hours: 24 hours x 365 days

Availability: 99.5%

Service hours: weekdays (company headquarters in Oldenburg) Monday–Friday, 9:00 a.m.–6:00 p.m.

4.2 Error messages should be reported as soon as possible with a detailed description of the error. The message can initially be reported verbally (during service hours), but must be repeated in writing (e-mail) by the next working day at the latest.

4.3 The analysis and correction of documented, reproducible errors (hereinafter referred to as support services) is carried out by competent personnel in accordance with recognized industry standards. However, the successful correction of errors cannot be guaranteed. An error in the sense referred to here is any reported malfunction that represents a deviation in the quality/functionality of the software from the offer documents or user documentation and has a more than insignificant effect on usability, or that results in the corruption or loss of data.

4.4 If a malfunction that has occurred cannot be reproduced, it is not considered an error. In this case, the parties shall agree on the further course of action.

4.5 In the event of error messages, the activities described below shall be carried out within the response time. The response time depends on the error class; the following error classes apply:

- Error class 1: Productive use of the services is not possible or only possible to a significantly limited extent, or essential performance features are missing. Response time 1-8 hours
- Error class 2: Core functionality is guaranteed, but there is a significant error in a submodule that prevents or significantly restricts work with this module. Response time 2 business days
- Error class 3: All other errors. Response time: 5 business days

4.6 A proposal for rectifying the error shall be submitted within the response times specified in the contract or the offer documents. The proposal shall include the following:

- Presentation of the results of the analysis performed

- Presentation of the effects on other functionalities (criticality)
- Proposal for a procedure to remedy the error.

4.7 There is no obligation to provide support:

- for errors resulting from incorrect changes or adjustments made by the customer
- for services other than those specified in the contract (in particular the use of third-party software on the customer's systems)
- for errors resulting from improper or unauthorized use of the services or from operating errors
- for any hardware defects on the customer's side
- in the form of on-site visits by otris systems GmbH employees.

5. Duties and obligations of the customer

5.1 The customer is obligated to use the services of otris systems GmbH properly. In particular, they are obligated to

5.1.1 inform otris systems GmbH immediately of any changes to the contractual basis

5.1.2 not to misuse access to the services of otris systems GmbH and to refrain from any illegal and/or unlawful actions. In particular, the customer is prohibited from using the services of other otris systems participants without authorization; using services not agreed upon in the contract without authorization; decrypting, reading, or changing passwords, emails, files, or similar items belonging to other participants or the system operator; distributing individual applications of licensed user software via the services of otris systems GmbH without authorization; to interrupt or block communication services, for example by overloading them, insofar as this is attributable to the customer; distribute or make accessible any kind of criminal content via the services of otris systems GmbH; this applies in particular to pornographic content, content glorifying violence, or content that is directed against the free democratic basic order or the idea of international understanding, such as National Socialist or terrorist content, as well as propaganda materials and symbols of unconstitutional parties, associations, or their substitute

organizations; obtaining pornographic content for themselves or third parties that involves the sexual abuse of children or other persons protected by law. In the event of a breach of contract, the customer shall reimburse otris systems GmbH for any material and personnel costs incurred, as well as any expenses incurred.

5.1.3 ensuring compliance with legal regulations and official requirements, insofar as these are or may become relevant in the future

5.1.4 to take into account and comply with the applicable provisions of data protection and the recognized principles of data security

5.1.5 to design its Internet pages in such a way as to avoid excessive server load due to scripts or programs that require high computing power or use above-average amounts of memory

5.1.6 to report any defects or damage that are apparent to the customer without delay (fault reports) and to take all measures that enable the defects or damage and their causes to be identified or that facilitate and accelerate the rectification of the fault

5.1.7 After submitting a fault report to otris systems GmbH, to reimburse the expenses incurred by otris systems GmbH for checking its equipment if and to the extent that the check reveals that a fault existed within the customer's area of responsibility (outside the defined scope of the contract and services).

5.2 If the customer violates the obligations specified in 5.1.2 and 5.1.3, otris systems GmbH is entitled to terminate the contractual relationship without notice immediately, and in all other cases with the exception of 5.1.7 after an unsuccessful warning.

5. 3 Details of the cooperation between the parties can be agreed upon in a spirit of partnership by means of user regulations.

5.4 In cases of 5.1.3, otris systems GmbH is entitled to terminate the contract without notice and, upon becoming aware of the customer's breach of the type specified therein, to block access to the services resulting from the scope of services with immediate effect.

6. Use by third parties

6.1 Direct or immediate use of the services of otris systems GmbH by third parties is permitted. The customer may use the services for his own purposes, resell them, and sublet them. The customer must properly instruct third parties in the use of the services.

The customer is liable to otris systems GmbH for compliance with the contractual provisions by third parties in the same way as he would be liable for their own compliance.

6.2 The customer shall also pay the fees incurred by third parties within the scope of the access and usage options made available to them.

The same applies in the event of unauthorized use of the services by third parties, unless the customer can prove that the unauthorized use was due to a circumvention or removal of the security measures of otris systems GmbH, without being responsible for this.

7. Terms of payment

7.1 Unless otherwise agreed in the contract, otris systems GmbH shall invoice the customer for the agreed services at the rates specified in the contract or offer, plus the applicable statutory sales tax, currently 19%.

Fixed fees shall be invoiced monthly in advance, while usage-based fees shall be invoiced at the beginning of the following month. The fees incurred are due for immediate payment without deduction upon invoicing. The invoice amount must be credited to the account of otris systems GmbH within 10 days of receipt of the invoice.

7.2 If the fee is payable for parts of a calendar month regardless of consumption, it shall be calculated at 1/30 of the monthly fee for each day.

8. Right of set-off, right of retention, and breach of contract

8.1 The customer may only offset claims of otris systems GmbH with

undisputed or legally established claims. The customer is only entitled to assert a right of retention for counterclaims that result from the same contractual relationship as those claims against which the right of retention is asserted.

8.2 Claims for damages due to delivery and service disruptions are excluded, unless otris systems GmbH is responsible for them due to intent or gross negligence.

8.3 If otris systems GmbH falls below the availability of its services of 99.5% on an annual average, the customer is entitled to reduce the monthly fees accordingly from the time of occurrence until the obstacle is removed.

8.4 In the event of service failure due to a disruption outside the area of responsibility of otris systems GmbH, reduction is excluded. The same applies to the failure of services due to necessary interruptions of operations in accordance with Section 10 of the General Terms and Conditions.

9. Delay in payment

9.1 In the event of a delay in payment, otris systems GmbH is entitled to charge interest on arrears at the rate specified in §288 BGB (German Civil Code).

If otris systems GmbH is able to prove that the damage caused by the delay is greater than this, it is entitled to claim the damage. The customer is entitled to prove to otris systems GmbH that no damage or significantly less damage has been incurred as a result of the default in payment.

9.2 otris systems GmbH may terminate the contractual relationship extraordinarily without notice or assert a right of retention to the services incumbent upon it, in particular the calling up the domains, connecting the server to the network, or interrupting the customer's line connection if the customer is more than one month in arrears with the payment of amounts totaling one month's payment and otris systems GmbH has sent the customer a reminder setting a deadline and pointing out the possible consequences of termination and the right of retention.

9.3 otris systems GmbH reserves the right to assert further legal claims.

10. Availability of services

10.1 otris systems GmbH offers its services 24 hours a day, 7 days a week. Necessary interruptions of service for preventive maintenance work will be announced as early as possible. otris systems GmbH will remedy any malfunctions of its technical equipment as quickly as possible within the scope of existing technical and operational possibilities and at a time convenient for the customer, for example at night.

10.2 A time for maintenance work is agreed: Tuesdays 9:00 p.m. to Wednesdays 3:00 a.m. Central European Time.

11. Data protection

11.1 The customer is hereby informed in accordance with §33 (1) of the Federal Data Protection Act (BDSG) that otris systems GmbH processes personal data in machine-readable form and for tasks arising from the contract.

11.2 Insofar as otris systems GmbH uses third parties to provide the services offered, otris systems GmbH is entitled to disclose the participant data in compliance with the provisions of §28 BDSG. In addition, otris systems GmbH is also entitled to disclose participant data in cases where the detection, limitation, and elimination of malfunctions and errors in the systems of otris systems GmbH and the systems of third parties used require the transmission of data.

11.3 otris systems GmbH declares that its employees have been bound to data secrecy in accordance with §5 BDSG and that otris systems GmbH has taken the technical and organizational measures required by §9 BDSG to ensure compliance with the provisions of the BDSG.

12. Liability and limitations of liability

12.1 otris systems GmbH shall be liable in cases of intent and gross negligence in accordance with the statutory provisions. Liability for guarantees is independent of fault. For slight negligence, otris systems GmbH is liable exclusively in accordance with the provisions of the Product Liability Act for injury to life, limb, or health or for breach of essential contractual obligations. However, the claim for damages for the slightly negligent breach of essential contractual obligations is limited to the typical, foreseeable damage, unless liability exists due to injury to life, limb, or health. otris systems GmbH is liable to the same extent for the fault of vicarious agents and representatives.

12.2 The provision of the preceding paragraph extends to compensation in addition to performance, compensation in lieu of performance, and claims for reimbursement of futile expenses, regardless of the legal basis, including liability for futile expenses.

13. Severability clause and written form requirement

13.1 Should individual provisions of the General Terms and Conditions be invalid, the remaining provisions shall not be affected by this. The parties undertake to replace the invalid provisions in writing with provisions of equivalent economic value.

13.2 Subsidiary agreements to the contract concluded with reference to these General Terms and Conditions must be made in writing. Amendments and additions to the contract must also be made in writing. This formal requirement can only be waived by agreement in writing.

14. Final provisions

14.1 The place of performance for all contractual services is the registered office of otris systems GmbH in the Federal Republic of Germany.

14.2 Contracts concluded on the basis of these General Terms and Conditions are subject exclusively to the law of the Federal Republic of Germany.

Provisions of the international uniform sales law (UN Sales Convention) are, to the extent permissible, excluded.

14.3 For commercial customers, the registered office of otris systems GmbH shall be the place of jurisdiction for all disputes arising from this contractual relationship. This also applies to legal entities under public law or special funds under public law. However, otris systems GmbH is also entitled to bring legal action at the customer's place of residence.