

General Terms & Conditions of ISEC7 GmbH

The customer ("**Customer**") and ISEC7 GmbH, Schellerdamm 16, 21079 Hamburg ("**ISEC7**", collectively with Customer "**Parties**" and each individually also "**Party**") have agreed in an offer document ("**Offer Document**") accepted by the Customer and its attachments, if any, on the provision of IT Services. The following terms and conditions ("**GTC**" and together with the Offer Document "**Agreement**") shall additionally apply to the provision of the services and any future services agreed between the Parties:

GENERAL PART

1. Subject of the Agreement, Scope of the GTCs

- 1.1 ISEC7 offers services and software solutions in the area of Digital Workplace & Managed Mobility. This basically includes the provision of software ("**Software**") on a temporary basis ("**Temporary Software License**") or for purchase ("**Software Purchase**"), the provision of hardware for purchase ("**Hardware Purchase**"), the temporary joint provision of hardware and software as Device as a Service ("**DaaS**"), support services ("**Support Services**"), the operation of software ("**Software Operation**"), maintenance services ("**Maintenance**" or "**Maintenance Services**") and development services ("**Development Services**"). The Temporary Software License may be provided to a cloud solution ("**Cloud Solution**") or an on-premises solution ("**On-Premises Solution**").
- 1.2 The Software may be a product of ISEC7, an affiliated company within the meaning of Section 15 of the German Stock Corporation Act (*Aktiengesetz*) ("**Affiliated Companies**") of ISEC7 ("**ISEC7 Companies**") or a third party (including the ISEC7 Companies "**Third-Party Providers**"). To the extent agreed in the Offer Document, the corresponding software lease or software purchase agreement shall be concluded directly with the Third-Party Provider. The agreement shall then only apply with respect to such services that are provided by ISEC7. If the Third-Party Provider is an ISEC7 Company, the GTC shall apply accordingly.
- 1.3 The services to be provided ("**Contract Products**") are specified in the Offer Document, whereby the aforementioned services are only to be provided to the Customer if they are agreed in writing in the Offer Document.
- 1.4 The creation, adaptation or modification of the Software, the adaptation of hardware, the maintenance of Software or hardware as well as the training of users shall only be subject of the Agreement if agreed in the Offer Document.
- 1.5 These GTC shall also apply to future agreements between the parties and additional licenses acquired after the conclusion of the Agreement, unless expressly agreed otherwise or unless a more recent version of the GTC is referred to in the contract.
- 1.6 The Agreement shall apply exclusively. Conflicting, supplementary or deviating general terms and conditions of the Customer shall only become part of the Agreement if and to the extent that ISEC7 has expressly consented to their application in writing, by e-mail or telefax ("**Text Form**"). This requirement of consent shall apply in any case, in particular also if ISEC7, being

aware of the Customer's general terms and conditions, performs the contractual services vis-à-vis the Customer without reservation, irrespective of whether the Customer has referred to the applicability of its general terms and conditions in an order or request or in any other way.

1.7 The following additional contractual documents are an integral part of the Agreement, whereby the document listed first in each case takes precedence over the documents named thereafter:

1.7.1 Order Processing Agreement

1.7.2 Offer Document (including any attachments)

1.7.3 GTC

2. Principles of the Cooperation

2.1 The Parties shall cooperate in a spirit of trust and shall make constructive efforts to find a solution in the event of disagreements. If a solution is not possible, the parties shall first attempt to find a solution at the management level or another senior level of their companies. This shall not affect the right of the Parties to initiate legal proceedings.

2.2 Unless otherwise agreed, the Customer shall be solely responsible for its IT infrastructure, including the internet connection and the operating system, in particular for the installation and operation of hardware and software, and shall bear all necessary expenses. This shall also apply to any hardware and software that is acquired in the course of the provision of services on the advice of ISEC7. Any deviating provisions of this Agreement regarding the provision of hardware or software operation by ISEC7 with respect to specific hardware and/or software shall remain unaffected.

2.3 The Customer shall provide ISEC7 with the information, data, content and documents required for the provision of the services, as well as competent personnel, and shall also otherwise perform all necessary acts of support. The Customer shall bear all expenses associated with the provision of its support.

2.4 If the Customer fails to comply with required support obligations or fails to do so properly, ISEC7's obligation to provide services shall lapse to the extent and for the period in which the provision of services depends on the Customer's prior compliance with its support obligations. ISEC7 shall be entitled to demand compensation for any additional expenses incurred as a result of a missing or delayed act of support in accordance with the current price list ("**Price List**").

2.5 If the Customer allows Affiliated Companies or third parties to use the Software, it shall be liable for the actions of the Affiliated Companies and/or third parties as for its own actions. It shall ensure that the Affiliated Companies and/or third parties are aware of the provisions of this agreement and that they comply with them. For the avoidance of doubt, the above provision does not grant any right of use; a right of use shall only be granted for the benefit of affiliated companies and/or third parties if this is expressly provided in writing in the Agreement.

2.6 ISEC7 shall be entitled to use subcontractors for the provision of all services, which may, but need not, be Affiliated Companies of ISEC7. Any deviating data protection regulations between the Parties shall remain unaffected.

2.7 Neither Party shall be entitled to issue instructions to employees of the other party. Neither Party is incorporated into the other Party's business and/or authorized to legally represent the other Party.

3. Conclusion of the Agreement

3.1 The provision of the Offer Document to the Customer constitutes an offer to conclude the Agreement. After the provision of a binding Offer Document, the Agreement is concluded upon receipt by ISEC7 of the Offer Document countersigned by the Customer.

3.2 Documents from ISEC7 that are labeled as "price indication" or in a similar manner only constitute an invitation to the Customer to submit an offer. The Agreement is then concluded by ISEC7's confirmation of the Customer's order or by ISEC7's delivery of the Contract Products.

4. Term of the Agreement, Renewal and Termination

4.1 The Agreement shall be effective for the term set out in the Offer Document ("**Initial Term**"). The term may vary for individual Contract Products, as far as this is set in the Offer Document. In the case of subsequent orders, the term stated in the Offer Document shall also apply, which may vary from the term set out in the initial Offer Document.

4.2 Unless otherwise provided in the Offer Document, the Agreement shall be effective upon signature and shall have an Initial Term of one year.

4.3 Unless otherwise provided in the Offer Document, the Agreement shall be extended for a period of one year ("**Renewal Period**") unless terminated by either Party with three months' notice being effective at the end of the Initial Term or a Renewal Period.

4.4 The right of the Parties to terminate the Agreement for cause shall remain unaffected.

4.5 Termination notices shall be submitted in writing.

5. Remuneration, Price Adjustment

5.1 The Customer shall be obliged to pay the remuneration set out in the Offer Document.

5.2 Unless otherwise agreed in the Offer Document, the agreed remuneration shall be due and payable in each case before the beginning of the calendar month in which the service is provided, in the case of Maintenance Services annually in advance. ISEC7 shall respectively either issue a recurring invoice or submit invoices periodically at its own discretion.

5.3 Invoices shall be deemed received three working days after the invoice date.

5.4 As far as Customer orders further services which are not agreed in the Offer Document, the remuneration shall be based on the Price List, unless otherwise agreed. This shall in particular apply to services that become necessary because (i) Customer modified the Contract Products

in violation of the Agreement, (ii) Contract Products are used in a non-suitable system environment of the Customer or with non-suitable software or hardware of the Customer (together "**Customer Environment**") not recommended or approved by ISEC7, (iii) Customer has violated the provisions of the Agreement in any other way, (iv) Customer has caused a malfunction, (v) Customer has reported a defect that did actually not exist.

5.5 If daily rates are agreed, a working day of 8 hours shall be taken as a basis. In the case of hourly billing, each half hour or part thereof shall be charged.

5.6 Price estimates given in the Offer Document in case of an invoicing on a time and material basis are non-binding.

5.7 Unless otherwise agreed, travel time shall be remunerated in full in accordance with the agreed rates. The Customer shall reimburse any travel expenses incurred in accordance with the following provision, unless otherwise agreed in the Offer Document:

Flight:	Economy Class
Rail:	1st class
Rental car:	Audi A4 class
Mileage allowance:	0,60 EUR / km
Hotel incl. service charges:	Actual expenses
Public transportation, cab, parking fees, etc.:	Actual expenses
Per diem allowance	In Germany: 28.00 EUR/day

5.8 All prices are net prices and subject to the applicable sales tax.

5.9 Unless otherwise agreed, payment of the remuneration shall be made by bank transfer to the account specified in the Offer Document or, if agreed in the Offer Document, by direct debit.

5.10 If the Customer is in default with the payment of at least 20% of the agreed remuneration for more than 30 days, ISEC7 is entitled, in addition to the statutory consequences of default, to block the use of the Contract Products, as far as technically possible, after prior notice with a reasonable grace period for the Customer until the Customer's payment has been made in full.

5.11 In the event of default, the Customer shall pay a lump-sum expense allowance of EUR 40.00 in addition to the statutory default interest. This shall be deducted from a compensation for damages caused by default, if any, as far as the damage is justified in legal costs for asserting rights. The Customer reserves the right to prove a lesser damage.

5.12 ISEC7 is entitled to adjust the prices upwards for each new contract year, as far as the prices of upstream suppliers change accordingly. The same applies to the provision of services in the event of an increase in the average gross monthly salary of employees for the provision of information technology services in accordance with the publication "Earnings and Labor Cost Indices of Employee Earnings" (*Verdienste und Arbeitskosten Indizes der Arbeitnehmerverdienste*) of the German Federal Statistical Office (*Statistisches Bundesamt*). In this case, ISEC7 shall be permitted an increase corresponding to the percentage increase recorded there since

the conclusion of the contract or the last adjustment. The adjustment must be communicated in Text Form no later than one month before the end of a contract year.

6. Trial Phase

- 6.1 If a trial phase is agreed in the Offer Document, it shall have the term agreed therein and shall end upon its expiration without the need for a notice of termination. If no term has been agreed, the term of the trial phase shall be two weeks.
- 6.2 In the event that Contract Products are provided for testing purposes, they shall remain the property of ISEC7.
- 6.3 Rights to Software provided for testing purposes shall be granted in accordance with section 19., provided, however, that the license may be revoked at any time.
- 6.4 During a trial phase, productive use of the Contract Products is not permitted.
- 6.5 ISEC7 shall be liable during a free trial period in accordance with the statutory provisions exclusively in the event of intent and gross negligence or if ISEC7 has fraudulently concealed a defect (sections 599, 600 of the German Civil Code [BGB]). Any further liability and warranties are excluded. To the extent ISEC7's liability is excluded or limited, this also applies to the liability of ISEC7's legal representatives, employees and vicarious agents. Liability under the Product Liability Act remains unaffected.
- 6.6 ISEC7 may terminate the trial use at any time without providing reasons. This also applies if a term of the trial phase is agreed in the Offer Document.

7. Warranties

- 7.1 Unless expressly agreed otherwise, ISEC7 shall not provide any contractual warranties for the Contract Products beyond the following warranty provisions, in particular with regard to their marketability, suitability for a specific purpose and non-infringement of third-party rights.
- 7.2 ISEC7 warrants that the Contract Products have the agreed quality. The agreed quality is provided exclusively in the contractual documents and any agreed documentation. All descriptions of the Contract Products in any offer documents (other than the Offer Document), correspondence or manuals shall not be deemed quality agreements unless they are referred to in the Agreement.
- 7.3 ISEC7's warranty shall not apply as far as defects are caused by
 - 7.3.1 Customer's modifications of the Contract Products not recommended or approved by ISEC7;
 - 7.3.2 improper use of the Contract Products or a use in violation of this Agreement by Customer and/or its employees;
 - 7.3.3 Customer's failure to provide support or to provide it on time;

- 7.3.4 Customer Environment that is not suitable for the use of the Contract Products unless it was recommended or approved by ISEC7;
- 7.3.5 third-party services not subcontracted by ISEC7 or services provided by employees of the Customer.
- 7.4 In the event of a defect, ISEC7 shall have the right to rectify the defect twice before the Customer can assert any further statutory warranty claims. In each case, ISEC7 shall be given a reasonable period of time to remedy the defect. A reasonable period shall be deemed to be at least four weeks.
- 7.5 ISEC7 is not responsible for third-party software. ISEC7 is only responsible for the interoperability between the Contract Products and the third-party software to the extent that the provision of an API with the Software by ISEC7 has been agreed in writing and a defect is related to the functionalities of this API.
- 7.6 The Customer is obliged to inspect the Contract Products for defects immediately after delivery and to notify ISEC7 in Text Form of obvious defects without delay, no later than 14 days, and of non-obvious defects without delay, no later than 14 days after their discovery, and in a manner that enables ISEC7 to reproduce the defect. ISEC7 shall not be responsible for any damage incurred by the Customer due to late notification of a defect.
- 7.7 The Customer shall provide ISEC7 with reasonable support in remedying the defect.
- 7.8 In the case of insignificant defects, warranty claims are excluded.
- 7.9 The Customer may not enforce a reduction by deduction from the agreed remuneration. Corresponding claims for enrichment or damages remain unaffected.
- 7.10 Customer shall only be entitled to claims for damages to the extent set out in section 8.

8. Liability

- 8.1 ISEC7's liability for damages and reimbursement of expenses is excluded, unless otherwise provided for in the following provisions:
 - 8.1.1 The exclusion of liability shall not apply to damages caused by a culpable violation of an essential contractual obligation in a manner that jeopardizes the achievement of the purpose of the Agreement. Essential contractual obligations are obligations the fulfillment of which is essential to the proper performance of the Agreement and compliance with which the contractual partner regularly relies on and may rely on. However, liability shall be limited to the damage typical for this type of an agreement, the occurrence of which each Party had to expect on the basis of the circumstances known to it at that time. With regard to this damage typical for the kind of agreement, ISEC7's liability for property damage and further financial losses resulting therefrom shall be limited to an amount of EUR 50,000.00 per case of damage.

- 8.1.2 Furthermore, the exclusion of liability does not apply to damages resulting from injury to life, body or health that are based on a negligent breach of duty by ISEC7 or its legal representatives or vicarious agents.
- 8.1.3 The exclusion of liability does not apply to damages caused by an intentional or grossly negligent breach of duty by ISEC7 or its legal representatives or vicarious agents.
- 8.2 As far as ISEC7's liability is excluded or limited, this shall also apply to the liability of ISEC7's legal representatives, employees and vicarious agents.
- 8.3 If ISEC7 has given a warranty for the quality of the Contract Products, the content of this warranty shall not be affected by the above limitation of liability.
- 8.4 Liability under the Product Liability Act remains unaffected.

9. Force Majeure

Neither Party shall be liable for any expenses or damages caused by events beyond its control, which was not culpably caused and could not have been foreseen and prevented by such Party, including but not limited to strikes, lawful lockouts, special weather conditions, power outages, traffic disruptions, fire damage, epidemics and pandemics (including but not limited to COVID-19), changes in law and governmental orders, and operational disruptions or supply difficulties ("**Force Majeure**"). In cases of Force Majeure, the Party affected thereby shall be released from such performance for the period in which it is prevented from performing due to the Force Majeure. The affected Party shall notify the other Party in Text Form of the occurrence as well as the cessation of the Force Majeure and shall use its best efforts to minimize the effects.

10. Statute of Limitation

All claims arising from and in connection with this Agreement against ISEC7 and/or its legal representatives, employees and vicarious agents, in particular claims for defects, claims for damages or claims for reimbursement of expenses, shall become statute-barred after one year, regardless of whether they are contractual or statutory claims. The commencement of the limitation period shall be governed by the statutory provisions. The foregoing provisions shall, as far as it shortens the statutory limitation periods, not apply in cases of (i) intent, (ii) gross negligence, (iii) breach of an essential obligation within the meaning of section 8.1.1(iv) personal injury, (v) liability under the Product Liability Act or (vi) fraudulent concealment of a defect. Customer's right to rectification of defects in case of a Temporary Software License or DaaS shall remain unaffected during the term of this Agreement.

11. Confidentiality, Reference

- 11.1 Each Party shall keep confidential all Confidential Information brought to its attention by the other Party, shall not use it for any purpose other than the performance of the Agreement and shall not disclose it to third parties or make it available to third parties. "**Confidential Information**" shall mean any information disclosed by one Party ("**Disclosing Party**") to the other Party ("**Receiving Party**") in the course of the pre-contractual and contractual cooperation or of which the Receiving Party has otherwise become aware, provided that (i) it has a commercial value, (ii) the Disclosing Party has a legitimate interest in keeping it confidential and (iii) it is either marked as confidential or the confidential character results from the nature of the information or the circumstances of the disclosure.

- 11.2 The Parties shall be entitled to disclose Confidential Information to employees and affiliates to the extent that they are subject to confidentiality obligations that are substantially equivalent to the obligations in this Agreement. For ISEC7, this shall also apply to the disclosure to subcontractors.
- 11.3 Information shall not be considered Confidential Information according to 11.1 if the Receiving Party proves that
- 11.3.1 it is generally known or readily available to persons in the circles that usually handle this type of information;
 - 11.3.2 it becomes generally known or readily available to persons in the circles that customarily handle this type of information after disclosure by the Disclosing Party, without this being due to an act or nonfeasance of the Receiving Party;
 - 11.3.3 the Disclosing Party has waived its protection in writing;
 - 11.3.4 it obtained the information by means other than through cooperation with the Disclosing Party, without being subject to any obligation of confidentiality;
 - 11.3.5 it developed the information independently of the Disclosing Party's confidential information.
- 11.4 In the event of disclosure due to an official or judicial order or a legal obligation, the other Party shall be informed prior to disclosure to the extent and as soon as permissible. The Parties shall assist each other in preventing the disclosure to the extent legally possible.
- 11.5 ISEC7 is entitled to name the Customer as a reference customer and to use its logo for this purpose.
- 11.6 Further obligations under data protection law remain unaffected.
- 11.7 The confidentiality obligation shall apply for the term of this agreement and for further five years. Legal or contractual obligations to delete or return data earlier or to keep data permanently secret remain unaffected.

12. Audits

- 12.1 ISEC7 is permitted to verify the contractual use of the Software by accessing the Software at any time.
- 12.2 ISEC7 is further permitted to verify the contractual use of the Contract Products, in particular the scope of use, in the operations of the Customer and its Affiliated Companies. The Customer and the Affiliated Companies concerned shall grant ISEC7 access to all facilities to any hardware and software of which the verification is relevant to compliance with the scope of the license. The Customer shall ensure that corresponding rights also apply to Affiliated Companies. The inspection at the premises of the Customer and its Affiliated Companies shall be announced in Text Form in due time, unless there is an urgent suspicion that the scope of the license has been exceeded or that there has been another not insignificant breach of contract.

- 12.3 The above provisions shall apply mutatis mutandis in the event that ISEC7 requires access for maintenance or repair services.
- 12.4 ISEC7 shall bear the costs of the audit, unless an audit reveals that the Customer has either exceeded the scope of the license in a way that leads to an additional payment of at least 2% of one month's remuneration or has violated other contractual conditions in a not insignificant way.

13. Privacy

- 13.1 The parties undertake to comply with the applicable provisions of data protection law.
- 13.2 As far as ISEC7 processes the Customer's personal data on behalf of the Customer within the meaning of section 28 of the General Data Protection Regulation (GDPR), the Parties have entered into the order processing agreement attached as **Annex AVB 2**.

14. Non-Solicitation, Contractual Penalty

During the term of the agreement and twelve months thereafter, neither Party shall directly nor indirectly solicit employees of the other Party. In the event of a breach of this non-solicitation clause, the Parties agree on a contractual penalty in the amount of one year's salary earned by the respective employee at the Party affected by the breach.

15. Export

- 15.1 Customer agrees to comply with all applicable export regulations, embargoes and sanctions, including but not limited to those of the United States of America, Canada, Australia, New Zealand, the European Union and the United Kingdom ("**Export Laws**"), and will not offer or provide any services using or in connection with the Contract Products in any country subject to applicable economic sanctions or other trade controls unless Customer has obtained an official exemption and ISEC7 has consented thereto in writing.
- 15.2 Customer warrants that it will not (i) use the Contract Products in violation of the provisions of any Export Laws, (ii) use them for any purpose prohibited by Export Laws, or (iii) provide services to any person/entity not authorized to use them. ISEC7 shall have the right, but not the obligation, to verify the Customer's compliance with Export Laws, and Customer shall promptly provide ISEC7 with all necessary information upon request.
- 15.3 Customer agrees to indemnify ISEC7 against all claims, actions, damages, fines and costs related in any way to Customer's failure to comply with Export Laws and to reimburse ISEC7 for the costs of a reasonable legal defense.

16. Miscellaneous

- 16.1 The Customer shall not be entitled to transfer the Agreement or any rights provided in it to third parties without ISEC7's written consent. The Customer is prohibited from assigning or pledging claims arising from this Agreement to third parties without ISEC7's consent in Text Form. If the Customer has a legitimate interest in the pledge or assignment, ISEC7 shall not unreasonably withhold its consent.

- 16.2 The Customer may only offset claims of ISEC7 against undisputed counterclaims or counterclaims that have become unappealable. The same applies to the assertion of a right of retention by the Customer.
- 16.3 Modifications to the Agreement must be made in writing. This shall also apply to the amendment of this written form requirement.
- 16.4 As far as the written form is agreed in this Agreement, transmission by telecommunication pursuant to Section 127 (2) sentence 1 of the German Civil Code (*BGB*) shall not be sufficient. However, the use of a qualified electronic signature shall be equivalent to the written form, unless otherwise agreed between the Parties.
- 16.5 Should any provision of the Agreement be or become invalid, this shall not affect the validity of the remainder of the Agreement. The ineffective provision shall be replaced by a provision that comes as close as possible to the ineffective economic provision. This also applies in the event of a contractual gap.
- 16.6 German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- 16.7 If the Customer is a merchant (*Kaufmann*) within the meaning of the German Commercial Code (*HGB*) or a special fund under public law, the exclusive place of jurisdiction shall be Hamburg.

SUPPORT SERVICES

17. Onboarding and Support

- 17.1 As far as agreed in the Offer Document, ISEC7 shall provide Support to the extent set out therein within the scope of the onboarding process for the customer-specific configuration, without separate remuneration being payable for this. ISEC7 shall invoice for further services within the scope of Onboarding in accordance with the Price List. Unless otherwise agreed in the Order Document, ISEC7 shall not be obliged to provide customization services that go beyond a configuration.
- 17.2 ISEC7 provides Support within the scope of a Temporary Software License and DAAS, Software Purchase and other services only to the extent that maintenance services are agreed in the Offer Document.
- 17.3 Unless otherwise agreed in the Offer Document, ISEC7 shall provide the Support by telephone, ticket system or e-mail ("**Communication Channels**") from Monday to Friday, in each case from 9 a.m. to 5 p.m. German time ("**Service Hours**"), but not on public holidays in Hamburg.
- 17.4 Customer shall name in Text Form employees that are authorized to use the Support Services and who are familiar with the operation of the Software ("**Authorized Support Persons**"). The maximum number of Authorized Support Persons is specified in the Offer Document. The Customer may replace the Authorized Support Persons by giving one week's notice in Text Form.

- 17.5 ISEC7 shall not be obliged to provide Support Services as far as disruptions are caused by the events specified in sections 21.3.3, 21.3.4 or 21.3.5, in particular in cases of improper use by the Customer.

TEMPORARY SOFTWARE LICENSE

18. Delivery

In the case of On-Premises Solutions, delivery shall be deemed to have taken place when ISEC7, at its own discretion, either delivers the Software on a data carrier or provides a download link and a license key, and in the case of a Cloud Solution when the access data is provided. The operating and installation instructions, if any, may also be provided to the Customer electronically.

19. Rights to the Software

- 19.1 Unless otherwise agreed, ISEC7 grants the Customer the non-exclusive, non-transferrable right, limited in time to the term of the Agreement, to use the Software for its own purposes to the extent agreed.
- 19.2 As far as the subject matter of the services agreed in the Offer Document also includes the services of Third-Party Providers, Customer accepts their terms and conditions to the extent these are attached to the Agreement or referred to in the Offer Document.
- 19.3 In case of the Cloud Solution, the right is limited to using the Software cloud-based on the hardware of ISEC7 or a third party appointed by ISEC7; in case of an On-Premises Solution, the Customer is entitled to make the required number of copies corresponding to the scope of the license agreed in the Offer Document.
- 19.4 The Customer shall comply with the scope of the license agreed in the Offer Document. The scope of the license may be limited either to the number of users, the devices on which the Software is used ("**Permitted Devices**") or by the volume of use. If a limitation of the scope of use has been agreed upon and the Customer exceeds this scope, ISEC7 shall be entitled to demand an additional remuneration, which shall either be provided in the Offer Document or, if not set out therein, shall be calculated on the basis of the remuneration agreed upon in the Offer Document, taking into account the agreed volume and the excess.
- 19.5 Customer may not use the Software for purposes other than those specified in the Agreement and shall protect the Software from unauthorized access by third parties. Without limiting the generality of the foregoing, Customer shall not, in particular, (i) use the Software or the source code or any part thereof for any purpose other than for processing its own data or that of Affiliated Companies (including the data of any contractual partners, in particular customers) with the Software, (ii) distribute, sell, resell, lease, rent, loan or otherwise transfer, sublicense or assign any rights to the Software or the source code or any part thereof to any third party without ISEC7's prior written consent, (iii) disclose or make available the Software or the source code or any part thereof to any third party or permit any person other than its employees to access the Software in any manner; (iv) modify, add to, alter or adapt the Software; (v) reverse engineer, decompile, translate, disassemble the Software or any part thereof or disassemble any data formats that are part of the Software and/or otherwise attempt to discover the source code of

the Software or any part thereof (except as permitted under 19.6 Permitted); (vi) make copies of the Software or the source code or any portion thereof other than copies necessary to use the Software on the Permitted Devices; (vii) use the Software or the source code to develop a competing product or service; (viii) disable any license management system or security mechanism provided with the Software, modify or circumvent any license management system or security mechanism provided with the Software, (ix) access or use the Software to provide data processing or batch processing services to others, or (x) remove, alter, or conceal any proprietary or copyright notices, trademarks, or other distinguishing marks of ISEC7 or Third Party Providers. The foregoing restrictions apply to the source code regardless of whether it is openly accessible to the Customer in the Software.

- 19.6 The Customer's statutory rights under Section 69d (2) and (3) and Section 69e of the German Copyright Act (*UrhG*) shall remain unaffected, provided, however, that (i) decompilation of the Software pursuant to Section 69e of the German Copyright Act (*UrhG*) may only be performed upon ISEC7's prior written request, in which ISEC7 requests the required information and ISEC7 fails to provide the required information within two weeks, and (ii) the Parties enter into a confidentiality agreement to this effect.
- 19.7 As far as the Customer expresses change requests with regard to the Software or makes suggestions for improvement (collectively "**Suggestions for Improvement**"), ISEC7 shall be entitled, but not obligated, to implement them. Any warranty claims of the Customer shall remain unaffected. In the event of implementation, ISEC7 shall be entitled to make the results available to other Customers. As far as the Customer's Suggestions for Improvement are contained in the results, the Customer shall grant ISEC7 an irrevocable, non-exclusive, transferable, temporally and locally unrestricted right of use. The right of use includes, in particular, the rights of reproduction, distribution and making available to the public as well as other public reproduction, the right to edit the suggestions for improvement and to transfer the rights granted to third parties and to sublicense them.
- 19.8 As far as the Customer enters into a license agreement with a third-party provider in addition to the Agreement, the provisions agreed upon in the relationship between the Customer and the third-party provider shall not be affected by this Agreement.
- 19.9 ISEC7 and any Third-Party Providers remain the owners of the rights to the Software. The Customer is granted only those rights that are set out in the Agreement.

20. Customer Content

- 20.1 To the extent that the Customer or its employees, affiliates or agents store their own data ("**Customer Content**") in the Software or generate or process data with it, the Customer grants ISEC7 an irrevocable, non-exclusive, transferable, worldwide right of use limited in time to the term of the Agreement, which includes all actions necessary for the processing of the Customer Content in the Software. The right of use includes, in particular, the rights of reproduction, distribution and making available to the public as well as other public reproduction. ISEC7 is in no way obliged to check the Customer Content. The Customer is responsible for the Customer Content in accordance with the following provisions, in the case of Content entered by third parties, regardless of whether their use of the Software is permitted:

20.1.1 The Customer shall ensure that the Customer Content does not infringe or impair any legal provisions and/or rights of third parties, in particular the intellectual property of third parties, their personality rights, provisions of unfair competition law or data protection law.

20.1.2 Should the Customer fail to meet the obligations set out in section 20.1.1 ISEC7 shall be entitled to require the Customer to delete any infringing content. To the extent necessary, ISEC7 is entitled to delete the infringing content without prior notice. Furthermore, the Customer shall indemnify ISEC7 against any third-party claims arising from the infringement, reimburse ISEC7 for reasonable legal defense costs and provide ISEC7 with all information, documents and statements required for the legal defense.

21. Availability, Updates

21.1 Unless a Software Operation is also agreed in the Offer Document, the Customer is solely responsible for the installation and operation of the On-Premises Solution. In this case, ISEC7 shall be liable for availability in accordance with the following provisions only to the extent that it depends on the Software and not its operation by the Customer.

21.2 The Cloud Solution is operated and hosted by ISEC7 or a third party appointed by ISEC7 and is available to the Customer on average 99.5% of the time during the calendar year ("**Availability Time**"), as far as the Software is used in the contractually agreed manner. The Availability Time is calculated on the basis of the "**Total Time**", i.e., 365 days x 24 hours, less downtime according to 21.3 divided by the Total Time and multiplied by 100 percent, as follows:

$$\frac{\text{Total Time} - \text{Downtime} \times 100}{\text{Total Time}}$$

21.3 "**Downtime**" is the time during which the Cloud Solution is not available, whereby times caused by the following or comparable circumstances do not count as downtime:

21.3.1 Scheduled maintenance work in accordance with section 21.6;

21.3.2 Unforeseeable, urgent maintenance work, e.g. to eliminate security vulnerabilities;

21.3.3 Force Majeure;

21.3.4 third parties that are not subcontractors of ISEC7;

21.3.5 the Customer or the software or hardware used by the Customer or the Internet connection. This also applies to software which ISEC7 has brokered and/or with which ISEC7 allows a connection through APIs;

21.3.6 late reporting of malfunctions and downtimes by the Customer, late cooperation actions by the Customer or failure to grant required access;

21.3.7 incidents of the priority levels 3 and 4 as defined in section 22.3.

21.4 Incidences of priority levels 1 and 2 as defined in section 22.3 are considered downtimes that are to be taken into account when calculating the Availability Time.

- 21.5 The burden of proof and presentation for falling below the Availability Time and the existence of disruptions to the services described in section 22.3 defined in priority levels 1 and 2 shall be borne by the Customer.
- 21.6 ISEC7 is entitled to carry out scheduled maintenance work but will try to keep interruptions to a minimum. If maintenance work leads to interruptions, ISEC7 shall inform the Customer at least one week before the work begins. In urgent cases, for example to eliminate security vulnerabilities, ISEC7 may shorten the notice period or, if not otherwise possible, start maintenance work without prior notice. If prior notice is not possible, the Customer shall be informed immediately after the work has begun.
- 21.7 ISEC7 is entitled, but not obligated, to install updates of the Software. ISEC7 is entitled to adapt and change the functionalities of the Software in line with technical progress. ISEC7 does not have to pay attention to a possible interoperability with software of third parties. Anything to the contrary shall only apply if such interoperability has been expressly agreed as a condition or if ISEC7 has provided the third-party software together with the Software as part of a package solution. However, even in this case, ISEC7 does not have to pay attention to a possible downward compatibility with software of third parties that does not correspond to the respective current status. Any warranty claims shall remain unaffected.
- 21.8 In case of the Cloud Solution, ISEC7 shall use state-of-the-art virus scanners and firewalls to prevent unauthorized access to the Software and the intrusion of harmful data. To the extent that a risk cannot be eliminated in any other way with reasonable effort, ISEC7 shall be entitled to delete harmful data. ISEC7 shall inform the Customer of this as early as possible.
- 21.9 Unless otherwise agreed in the Offer Document, there shall be no maintenance obligations with regard to any third-party software connected via interfaces.
- 21.10 The Customer is responsible for making backups of its data. ISEC7 will adequately back up the data as part of the Cloud Solution but points out that the Software does not serve as a backup solution. The Customer is therefore responsible for sufficient data backup. As far as ISEC7 is responsible for a loss of data, liability shall be limited to the typical recovery expenses that would have been incurred if regular backup copies had been made in accordance with current state of technology.

22. Error Reporting and Processing

- 22.1 The Customer shall immediately report errors and downtimes not caused by scheduled maintenance work via the Communication Channels (as defined in section 17.2) and shall ensure to provide the following information:
- 22.1.1 Description, date and time of the error;
 - 22.1.2 functionality affected;
 - 22.1.3 preliminary classification of priority according to section 22.3;
 - 22.1.4 measures already taken by the to fix the error.

22.2 Upon ISEC7's request, Customer shall provide any further assistance and information necessary to remedy the failure. The provisions set out in sections 2.3 and 2.4 shall apply accordingly.

22.3 To the extent Customer has caused a malfunction in accordance with section 22.1 the following intended response times ("**Response Times**") shall apply, unless otherwise agreed in the Offer Document:

Stage	Priority	Description	Response time
1	Critical	All functionalities are completely unavailable.	4 hours
2	High	Some functionalities are completely unavailable.	8 hours
3	Medium	Important functionalities are impaired.	24 hours
4	Low	Other minor bugs and general support requests.	72 hours

22.4 If a reasonable workaround is available or provided by ISEC7, the failure is considered to be a priority level 4 failure.

22.5 If, in ISEC7's opinion, the Customer's classification of the priority is not correct, ISEC7 shall decide on the priority level at its reasonable discretion (section 315 of the German Civil Code [BGB]).

22.6 Within the applicable Response Times, ISEC7 will endeavor to begin remedying the defect. To the extent Response Times are measured in hours, times outside the Service Hours shall not be considered Response Times.

22.7 ISEC7 shall not be obliged to remedy a defect within the Response Times but will use best efforts to do so as quickly as possible and will regularly inform the Customer about the progress of the defect elimination.

22.8 ISEC7 shall not be responsible for a delayed correction of defects, for which ISEC7 is not responsible, in particular for lack of support on the part of the Customer or failure to grant access in the case of the On-Premises Solution.

23. Software Operation

As far as the operation of the On-Premises Solution by ISEC7 is agreed in the Offer Document, ISEC7 shall also be responsible for monitoring the Software.

24. Warranties for Defects in Title

24.1 In the event that the Software infringes third-party rights, ISEC7 shall, at its own expense and at its own discretion, either procure the necessary rights of use for the Customer or replace the Contract Products or modify them in such a way that they no longer infringe third-party property rights. If ISEC7 is unable to procure the necessary rights of use or to modify the agreed services accordingly, ISEC7 shall be entitled to terminate the Agreement. Further rights of the Customer remain unaffected in accordance with this Agreement.

24.2 If a claim is made against the Customer due to an infringement of the rights of third parties, ISEC7 is responsible for, ISEC7 shall indemnify the Customer to the extent set out in section 8.

and reimburse the Customer for the costs of a legal defense in accordance with the statutory fees, provided that the Customer (i) immediately notifies ISEC7 of the claim, (ii) does not take any action against third parties that may have an impact on the legal dispute (e.g. an acknowledgement or the conclusion of a settlement), (iii) provides ISEC7 with adequate support in the legal defense, and (iv) allows ISEC7 to determine and implement the legal defense strategy, in particular by selecting attorneys and drafting pleadings. For this, Customer will make the necessary declarations. ISEC7 will give due consideration to the interests of the Customer.

- 24.3 The strict liability for defects that already existed at the time the Software was provided (section 536a (1) of the German Civil Code [*BGB*]) and the Customer's right to remedy defects itself (section 536a (2) of the German Civil Code [*BGB*]) are excluded.

25. Termination

- 25.1 Section 543 (2) sentence 1 no. 1 of the German Civil Code (*BGB*) shall not apply.
- 25.2 Upon termination of this Agreement, the Customer shall immediately cease using the Software.
- 25.3 Unless otherwise agreed, ISEC7 is entitled to delete the Customer Content after the end of the Agreement. The Customer itself is responsible for exporting the Customer Content in good time beforehand. The Parties may further agree that ISEC7 shall support the Customer in exporting against payment of a fee in accordance with the price list.

SOFTWARE PURCHASE

26. Delivery

Delivery shall be deemed to have been made when ISEC7, at its sole discretion, either delivers the Software on a data carrier or provides a download link and a license key.

27. Maintenance and Operation

- 27.1 As far as maintenance services are agreed in the Offer Document, ISEC7 may, in accordance with section 21.7 provide updates and the Customer may, in accordance with section 17 request Support Services. Further maintenance services are not subject to the Agreement.
- 27.2 In the event that the Customer is not entitled to Maintenance Services, it shall not be allowed to download updates from app stores even if this is technically possible. Should the Customer infringe this obligation, it shall be obliged to pay a remuneration that would have been payable in case of the agreement of Maintenance Services.
- 27.3 In the event that a Software Operation is agreed in the Offer Document, the provisions set out in sections 21. and 22. shall apply accordingly, provided, however, that sections 21.8 and in 21.10 in respect of a data back-up by ISEC7 shall not apply.

28. Rights to the Software

The regulations under 18. apply, provided however that the rights are granted for an unlimited period upon full payment of the purchase price.

29. Warranties for Defects and Defects in Title

If the Customer infringes the obligations set forth in section 7.6 claims for defects shall be excluded unless ISEC7 has furnished a guarantee or fraudulently concealed the defect.

HARDWARE PURCHASE

30. Subject of the Hardware Purchase

30.1 In the event of a Hardware Purchase the subject of the Agreement is, in addition to the hardware specified in the Offer Document ("**Hardware**"), the installed operating software, for which the provisions set out in sections 26 (ff) apply.

30.2 Unless otherwise specified in the Offer Document, assembly, installation and setup of the Hardware are not subject of the Agreement.

31. Delivery

31.1 The Hardware shall be delivered by post, parcel service or forwarding agent at ISEC7's discretion. A proof of delivery is submitted with the Contract Products, which specifies the Contract Products and all delivered additional equipment ("**Delivery Notice**").

31.2 Any shipping costs shall be borne by ISEC7 for standard shipping within Germany and by the Customer for shipping abroad and/or express shipping.

31.3 The risk of accidental loss and accidental deterioration as well as the risk of delay shall pass to the Customer upon delivery of the Hardware to the forwarding agent, carrier or other person designated to carry out the shipment. The Customer is responsible for procuring a transport insurance.

31.4 If the Customer is in default of acceptance, fails to cooperate or if the delivery is delayed for other reasons for which the Customer is responsible, ISEC7 is entitled to demand compensation for the resulting damage (e.g. storage costs). For this ISEC7 charges the Customer a lump sum compensation of 0.5% of the invoiced amount for each month of delay – but not more than a total of 5% of the invoiced amount – starting with the delay in performance by the Customer (e.g. delay in acceptance, failure to cooperate). The possibility to prove a higher damage and the statutory claims of ISEC7 (in particular compensation for additional expenses, reasonable compensation, termination) shall remain unaffected; the lump-sum compensation shall be deducted from further monetary claims. The Customer reserves the right to prove that ISEC7 has actually suffered no damage at all or only a lower damage than the lump-sum compensation.

31.5 Delivery dates and delivery periods announced by ISEC7 are always only approximate and are non-binding for ISEC7 as expected delivery dates unless a binding date is expressly agreed in the Offer Document.

31.6 If ISEC7 is unable to meet binding delivery dates for reasons for which ISEC7 is not responsible (e.g. non-availability of the goods), ISEC7 shall inform the Customer of this immediately and at the same time provide the Customer with information on the expected new delivery date. If the Hardware is also not available within the new delivery period, ISEC7 is entitled to withdraw from

the Agreement in whole or in part; ISEC7 will reimburse any consideration already provided by the Customer. Partial withdrawal is excluded as far as the other Contract Products would not be usable without the Contract Product affected by the withdrawal. A case of non-availability of the Hardware in this sense is in particular (i) the non-timely delivery by suppliers of ISEC7, if ISEC7 has concluded a congruent respective agreement (*kongruentes Deckungsgeschäft*) or (ii) if neither ISEC7 nor the supplier is at fault.

31.7 ISEC7 is entitled to make partial deliveries unless it is unreasonable for the Customer. ISEC7 shall bear any additional shipping costs caused by partial deliveries.

32. Warranties

32.1 If the Customer violates the obligation of inspection and notification of defects set out in section 7.6, warranty claims for defects are excluded, unless ISEC7 has assumed a guarantee or fraudulently concealed the defect.

32.2 If the delivered hardware is defective, ISEC7 can choose whether to provide subsequent performance by remedying the defect (rectification) or by delivering a defect-free item (replacement delivery). ISEC7's right to refuse subsequent performance under statutory provisions remains unaffected.

32.3 If the subsequent performance is carried out by replacing the Hardware, the Customer shall return the defective (old) device to ISEC7 as an insured package within seven working days of receipt of the replacement device.

32.4 ISEC7 is entitled to condition the subsequent performance on the Customer paying the purchase price due. However, the Customer is entitled to withhold a reasonable part of the purchase price in proportion to the defect.

32.5 ISEC7 shall reimburse the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labor and material costs, in accordance with the statutory provisions, if a defect actually exists. Otherwise, ISEC7 may demand reimbursement from the Customer for the costs incurred as a result of the unjustified request to remedy the defect (in particular inspection and transport costs), unless the lack of defectiveness was not recognizable to the Customer.

32.6 The Customer's warranty rights shall lapse if the Customer modifies the Hardware or has it modified by third parties without ISEC7's consent and this makes it impossible or unreasonably difficult to remedy the defect. In any case, the Customer shall bear the additional costs of remedying the defect resulting from the modification.

32.7 The Customer shall only be entitled to claim damages and reimbursement of expenses in accordance with the provisions set out in section 8.

33. Retention of Title

33.1 ISEC7 retains title to the Hardware sold until full payment of all present and future claims arising from the Hardware Purchase and the ongoing business relationship with the Customer ("**Secured Claims**").

- 33.2 The Hardware subject to retention of title may not be pledged to third parties or assigned as security before full payment of the Secured Claims. The Customer shall inform ISEC7 immediately in writing if an application for the opening of insolvency proceedings is filed or if third parties take hold of the Hardware belonging to ISEC7 (e.g. in case of seizures).
- 33.3 In the event of breach of contract by the Customer, in particular in case of non-payment of the purchase price due, ISEC7 shall be entitled to withdraw from the Agreement in accordance with the statutory provisions and/or to demand the return of the hardware on the basis of the retention of title. The demand for return does not include the declaration of withdrawal; ISEC7 is entitled to request only the return of the Hardware and to reserve the right to withdraw from the Agreement. If the Customer does not pay the purchase price due, ISEC7 may only assert these rights if ISEC7 has previously unsuccessfully set the Customer a reasonable deadline for payment or if such a deadline is not required according to statutory provisions.
- 33.4 Until revocation by ISEC7 in accordance with section 33.4.2 the Customer shall be entitled to resell the Hardware subject to retention of title in the ordinary course of business. In this case, the following provisions shall apply additionally:
- 33.4.1 The Customer hereby assigns all claims against third parties arising from the resale of the Hardware to ISEC7 as security. ISEC7 hereby accepts the assignment.
- 33.4.2 The Customer remains authorized to collect the claims in addition to ISEC7. ISEC7 undertakes only to collect the claim if the Customer does not meet its payment obligations to ISEC7 or there is a deficiency in its ability to pay and ISEC7 asserts the retention of title by exercising a right. If these requirements are met ISEC7 can demand that the Customer informs ISEC7 of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors of the assignment. In this case, ISEC7 is also entitled to revoke the Customer's authorization to resell the Hardware subject to the retention of title.
- 33.4.3 As far as the realizable value of the securities exceeds the secured claims of ISEC7 by more than 10%, ISEC7 shall release securities of ISEC7's choice at the Customer's request.

DEVICE AS A SERVICE (DAAS)

34. Delivery

In respect of the delivery the provisions set out in section 31. apply.

35. Rights to the Software

In respect of the delivered Software the provisions set out in section 18. apply.

36. Ownership of the Contract Products

- 36.1 The Contract Products shall at all times remain the property of ISEC7 or a financing partner of ISEC7, if any.

36.2 The Customer may sublet the Contract Products only with ISEC7's written consent. The Customer may provide the Contract Products to its employees for use.

37. Obligations of the Customer, Protective Measures

37.1 The Customer shall ensure that ISEC7 is aware of the whereabouts of the Contract Products at all times, so that ISEC7 can regularly check the condition as well as the presence of the Contract Products to the extent customary within the scope of its business operations. Upon ISEC7's request, the Customer shall provide ISEC7 with information on all circumstances relating to the Contract Products.

37.2 The Customer is obliged to treat the Contract Products with care and to protect them from damage. In the case of smartphones or tablets, the Customer shall in particular be obliged to use a protective display glass as well as a TPE protective cover (bumper) or a comparable protective cover that protects the Contract Products against damage to the same extent. The Customer shall ensure proper use and operation by sufficiently qualified personnel. The Customer shall follow ISEC7's maintenance, care, and use instructions, in particular those contained in the provided operating instructions (user documentation or online help) and installation instructions, if any. Markings, in particular signs, serial numbers, inscriptions, copyright notices, trademarks or similar may not be removed, changed or made unrecognizable.

37.3 ISEC7 shall be entitled to take appropriate technical measures to protect against a use of the Contract Products not compliant with the Agreement. The contractual use of the Contract Products may not be impaired thereby.

37.4 As far as agreed in the Offer Document, ISEC7 shall also provide Contract Products as substitute in accordance with the provisions therein and to the extent provided therein ("**Replacement Contingency**") if these are defective or lost through the fault of the Customer. The obligation to replace shall not apply to additional equipment. If such a replacement obligation has not been agreed or if the agreed Replacement Contingency has been exhausted, the Customer shall pay damages for defective or lost Contract Products.

38. Warranties

38.1 The provisions set out in section 21. shall additionally apply.

38.2 If the rectification is carried out by replacing a Contract Product, Customer shall send the defective (old) product back to ISEC7 as an insured package within seven working days after receipt of the replacement device.

39. Return at Termination

39.1 Customer shall return the Contract Products to ISEC7 in a complete and unlocked condition in accordance with the contractual use – in particular without IMEI lock or Apple ID lock – within ten working days. The postmark of the dispatch or the date of delivery to the transport company shall be the relevant date.

- 39.2 If Contract Products are locked (e.g. by an IMEI lock), the Customer shall provide ISEC7 with the information required to unlock them in Text Form within two weeks of their return, so that the device can be reset to default settings.
- 39.3 Additional equipment that has been handed over, which is set out in the Delivery Notice, must also be returned. This applies in particular to batteries and charging plugs with cables. Customer is entitled, but not obliged, to return in-ear headphones and original packaging.
- 39.4 To the extent Contract Products are damaged at the end of the Agreement, they must nevertheless be returned to ISEC7. The Customer shall bear the costs of repairing the damage in the amount of the costs incurred by ISEC7 as well as all consequential costs. If ISEC7 remedies the damage itself, ISEC7 may demand payment in accordance with the Price List. As far as it is agreed in the Offer Document that ISEC7 shall also assume certain replacement services in the case of Contract Products that have been damaged or lost through the fault of the Customer, the Customer's obligation to pay compensation shall lapse as far as the Customer has not yet made use of a corresponding Replacement Contingency.
- 39.5 If the Customer does not return Contract Products within the period specified in section 39.1 or does not provide the information required for unlocking them within the period specified in section 39.2, ISEC7 may charge a lump sum for loss of use in the amount of EUR 20.00 for each day of delay, but in total not more than the current value of the corresponding Contractual Product, which shall either be provided in the Offer Document or otherwise determined. ISEC7 reserves the right to claim higher damages. The Customer reserves the right to prove an actually lower damage.
- 39.6 The Customer shall bear the costs for any dismantling, packaging and return transport of the Contract Products.
- 39.7 ISEC7 will restore each Contract Product to its default settings at Termination and handover and assures to permanently delete all data contained on it. The data deletion is carried out in accordance with the standards of the Federal Office for Information Security (*Bundesamt für Sicherheit in der Informationstechnik*). The deletion is carried out by means of the "Blanco Mobile Edition" in the currently available software version or a comparable software. ISEC7 shall also check the devices handed over for any other data carriers that may be contained (such as additional memory cards) and shall send them to the Customer or destroy them at the Customer's discretion and expense.

SERVICES AND WORKS

40. Services and Works

As far as the Customer orders individual services from ISEC7, e.g. customizations or Development Services, these are mere services (*Dienstleistungen*), unless the provision of a work (*Werkleistung*) has been expressly agreed.

41. Remuneration

Unless otherwise agreed, the remuneration shall be based on the hourly rates specified in the Price List. The Parties may also agree on a fixed price.

42. Completion Dates

Unless otherwise agreed in writing, agreed completion dates are not binding.

43. Change Management

If the Parties have agreed on certain specifications, they may propose changes at any time ("**Change Request**"). In the event of a Change Request by the Customer, ISEC7 shall check within a reasonable period of time whether the change can be implemented. Unless the parties agree otherwise, the hourly rates specified in the Price List shall apply. This also applies if a fixed price was agreed for the service originally agreed. Any agreed completion dates shall be postponed by a reasonable period of time.

44. Acceptance

Work performances (*Werkleistungen*) are to be accepted in accordance with the following regulations:

- 44.1 Acceptance (*Abnahme*) shall take place after completion of a milestone, if milestones are agreed in the Offer Document, otherwise after overall completion, in each case after a corresponding notification by ISEC7 in Text Form ("**Notice of Completion**"). If the Customer does not object in Text Form within two weeks after having received a Notice of Completion, the work shall be deemed accepted.
- 44.2 The Customer may only refuse acceptance if contractually agreed and documented requirements are not fulfilled and the Customer specifies these unfulfilled requirements in Text Form. In this case, ISEC7 shall fulfill the missing requirements and the Customer shall subsequently accept the work.
- 44.3 Once the last partial acceptance has taken place, the overall performance is deemed to have been accepted.
- 44.4 Productive use of work services provided by ISEC7 shall be deemed to be an acceptance.
- 44.5 Insignificant defects do not justify the refusal of the acceptance.
- 44.6 Warranty claims with regard to defects in respect to which the Customer has not reserved the right to rectify in Text Form at the time of acceptance are excluded.

45. Warranties

The following provisions shall apply in addition to the warranties for work performances (*Werkleistungen*):

- 45.1 The Customer shall immediately inspect completed services for any defects after completion of a milestone or, if no milestones have been agreed, after overall completion.
- 45.2 The Customer may only remedy a defect itself or have it remedied by a third party if ISEC7 has consented in Text Form.
- 45.3 ISEC7 shall have the right to choose whether to remedy a defect by repair or replacement.

TRAININGS

46. Agreement and Subject of Training

- 46.1 ISEC7 is only obliged to offer trainings if this is expressly provided for in the Offer Document.
- 46.2 If the subject matter of the training is not agreed in the Offer Document, ISEC7 shall determine the subject matter at its reasonable discretion, taking into account the Contract Products provided to the Customer. ISEC7 shall otherwise be entitled to adapt training contents at its reasonable discretion.
- 46.3 ISEC7 shall only be obliged to teach the training subject to the audience in an appropriate manner, not to guarantee a training success.

47. Time, Place, Duration and Number of Participants

- 47.1 Training courses take place at the times and locations specified in the Offer Document.
- 47.2 Unless no place of training is agreed in the Offer Document, training courses are held on the Customer's premises.
- 47.3 As far as no time is agreed, ISEC7 shall propose at least three dates during normal working hours. As far as the Customer does not accept any of the dates and the Parties do not agree on another date, the agreed remuneration for the corresponding training shall nevertheless be paid by the Customer.
- 47.4 ISEC7 is entitled to make time and location changes at its reasonable discretion, e.g. due to insufficient numbers of participants.
- 47.5 The training duration is two hours, unless otherwise agreed.
- 47.6 If no number of participants is agreed in the Offer Document, a maximum of 10 participants can take part in a training. Names of participants shall be submitted to ISEC7 upon request prior to the training. As far as participants cannot take part in a training, ISEC7 shall not be obliged to offer separate training courses for them.

48. Participation

- 48.1 The Customer is obligated to adequately support ISEC7 in the organization of training courses, in particular by naming and informing its participating employees and providing all necessary information and documents.
- 48.2 In case of training on the Customer's premises, the Customer shall grant ISEC7 access and provide suitable premises as well as all necessary work equipment, in particular a sufficiently large monitor or a beamer.

49. Open Trainings

ISEC7 may offer centralized trainings that are open to different customers. In this case, the following provisions apply.

49.1 Registration as well as cancellation and/or rebooking of a training registration must be made in Text Form. The registration will be confirmed to the participant in text form and is only binding thereafter.

49.2 Cancellation and rebooking are possible free of charge up to 15 days before the training, less than 15 days before the training the full training price is due, the registered participant remains, however, be entitled to name a substitute participant. In this case no remuneration for the initially registered participant shall be due, but expenses for the replacement of the participant shall be reimbursed, if any.

50. Remuneration

50.1 Remuneration is set out in the Offer Document or shall, if no remuneration is agreed therein, be based on the Price List.

50.2 The remuneration for trainings shall be paid in full prior to their commencement after ISEC7 has sent a corresponding invoice. If the remuneration is not paid, ISEC7 may refuse to provide the training.

51. Other Events

The provisions above apply accordingly to other events.