

Special Section

Terms and Conditions for Software as a Service

Definitions

The following definitions apply to the Terms and Conditions for Software as a Service (SaaS) of Beta Systems. They supplement the definitions set out in The General Terms and Conditions of Beta Systems Group (Garancy) and apply uniformly to all Individual Contracts, unless expressly agreed otherwise:

Access Data means individual authentication credentials used to authenticate a user for access the SaaS Solution.

Affiliated Companies means affiliated companies within the meaning of sections 15 et seq. of the German Stock Corporation Act (AktG).

Core Functions means the essential functions of the SaaS Solution as specified in the Service Description.

Customer Data means all data provided by or on behalf of the Customer to the SaaS Solution or generated through the Customer's use of the SaaS Solution.

Data Center means the facility or hosting environment used for operating the server infrastructure.

Export Control Regulations means all applicable national and international export control and sanctions regulations.

IP Rights means all intellectual property rights, including in particular, copyrights, trademark rights and patent rights.

License Metrics means the contractually agreed metrics used to determine the permitted scope of use (e.g. number of users, transactions or other quantitative or qualitative parameters).

License Volume means the maximum permitted volume of use pursuant to the agreed License Metrics.

Maintenance Windows means periods during which scheduled maintenance is performed on the SaaS Solution.

Permitted Use means the use of the SaaS Solution in accordance with the agreed scope of use, the Service Description and applicable law.

Personal Data means personal data within the meaning of the General Data Protection Regulation (GDPR).

SaaS Solution means the software operated by Beta Systems and provided to the Customer for temporary use via the internet.

Server Infrastructure means the technical systems used by Beta Systems or its subcontractors to operate the SaaS Solution.

Services means the SaaS services, Support and any other services provided by Beta Systems pursuant to an Individual Contract.

Service Description means the final agreed description of the SaaS Services provided by Beta Systems as set out in the Individual Contract or in an annex incorporated therein. Any other documents, in particular presentations, offers or marketing materials, do not constitute a Service Description.

Service Handover Point means the router interface of the Data Center used by Beta Systems to connect to the internet.

Service Level Agreement (SLA) means a contractually incorporated agreement governing availability, response times and service levels.

Support means the support services provided by Beta Systems as specified in the individual contract.

Suspension means the temporary restriction or denial of access to the SaaS Solution.

Technical and Organizational Measures means technical and organizational measures within the meaning of art. 32 GDPR.

1. Subject Matter of the Agreement

1.1 The agreed Services shall be governed by the respective Individual Contracts and shall include, in particular, services relating to Software as a Service (SaaS Solution).

1.2 These Terms and Conditions govern the provision, for remuneration and for a limited period, of the Services further specified in the Individual Contract and/or the Service Description, as well as the grant or procurement of the corresponding Rights of Use in the agreed Services against payment of the agreed remuneration. Beta Systems may perform the described Services through third parties, including Affiliated Companies, acting as subcontractors.

2. Type and Scope of the Services

2.1 From the start of the contractual relationship, Beta Systems shall make the SaaS Solution available for use in its then-current version on Server Infrastructure provided by Beta Systems or its subcontractors in accordance with the Service Description and these Terms and Conditions. During the term of the Individual Contract, Beta Systems shall provide the Customer with the then-current documentation for the SaaS Solution in electronic form.

2.2 The Customer shall access the SaaS Solution via the internet, either through a web browser or through an application interface provided by Beta Systems. The Service Handover Point shall be the router output of the Data Center used by Beta Systems for connection to the internet. The Customer shall be solely responsible for establishing and maintaining the internet connection, the network connections to the Data Center and any network access components required on the Customer's side for access to the internet.

2.3 Beta Systems shall provide the Customer with the required Access Data, unless access to the SaaS Solution is obtained through separate registration process.

2.4 For the term of the contractual relationship, Beta Systems shall maintain resources to the agreed extent as required for the Permitted Use of the SaaS Solution.

3. Rights of Use

3.1 For the term of the relevant Individual Contract, the Customer may use the Services referred to in Section 2 within the agreed Scope of Use. For this purpose, Beta Systems grants the Customer a non-exclusive, non-transferable and limited-term Right of Use in the contractually agreed SaaS Solution solely for processing the internal business transactions of the Customer and its Affiliated Companies. This Right of Use includes the right to temporarily store, load, display and run the software made available, including any reproductions necessary for the Permitted Use of the Service. The Right of Use applies worldwide, except in countries in which Beta Systems does not generally offer the relevant Service due to governmental legal acts, including export restrictions, or in which access to the Services is not possible in accordance with their intended purpose. Access shall be deemed not possible in accordance with the intended purpose if, based on accurate geolocation, access is blocked for all customers in the relevant country due to governmental legal acts. The Customer grants Beta Systems and the third parties involved in providing the Services such rights in and to the data and software provided by the Customer as are required to provide the Services. Unless rights are expressly granted to the Customer, all IP Rights shall, as between the Customer and Beta Systems, remain vested in Beta Systems.

- its Affiliated Companies or its licensors, including where such rights arise from the Customer's specifications or cooperation.
- 3.2 Use shall be limited to the agreed Scope of Use, including the License Metrics and License Volume specified in the Individual Contract. Personalized Access Data for the contractually agreed SaaS Solution may not be shared or used by more than one person at the same time. They may be transferred to another person only if the original user is no longer authorized to use the contractually agreed SaaS Solution. The Customer shall be liable for the acts and omissions of its Affiliated Companies and business partners as for its own acts and omissions.
- 3.3 The Customer shall not be entitled to edit, modify, Reverse Engineer, decompile, disassemble or otherwise attempt to derive the source code of the contractually agreed SaaS Solution, the software program code or any part thereof, nor to create derivative works based thereon. The mandatory, non-waivable provisions of Sections 69d and 69e of the German Copyright Act (UrhG) shall remain unaffected.
- 3.4 The Customer shall not be entitled to use the contractually agreed SaaS Solution in violation of applicable law, including by entering, storing or transmitting through or within the SaaS Solution any unlawful information or data, or information or data that infringes IP Rights. The Customer shall not engage in any activity that may comprise or circumvent the operation or security of the contractually agreed SaaS Solution nor remove copyright notices.
- 3.5 The Customer shall be responsible for monitoring its use of the contractually agreed SaaS Solution and shall notify Beta Systems without undue delay in writing of any use exceeding the contractual agreement, in particular the agreed Scope of Use. Beta Systems shall be entitled to verify the Customer's compliance with the Individual Contract in its use of the SaaS Solution including compliance with the agreed License Metrics and License Volume.
- 3.6 Beta Systems may temporarily restrict or suspend the Customer's use of the contractually agreed SaaS Solution to avert damage if and to the extent that (i) non-contractual use of the contractually agreed SaaS Solution by third parties is sufficiently likely to materially impair the contractually agreed SaaS Solution, its users, other customers of Beta Systems or third-party rights and requires immediate action, or (ii) applicable mandatory law so requires. Beta Systems shall notify the Customer without undue delay of any such restriction or suspension and, where the circumstances permit, inform the Customer in advance in writing or by email. Any restriction or suspension shall be limited in duration and scope to what is reasonable in the circumstances of the individual case.
- 3.7 The contractually agreed SaaS Solution may contain links to software offered by third-party providers other than Beta Systems or its Affiliated Companies, such as ERP system integrations. Such software does not form part of the contractually agreed SaaS Solution and is not covered by the agreement with Beta Systems; Beta Systems merely provides technical access to such software. Beta Systems assumes no responsibility or liability for such third-party-software.
- 3.8 Where on-premise components are required for the use of the contractually agreed SaaS Solution, such components shall be provided to the Customer and the Customer shall install them, including installation of any updates. The SaaS Service Level Agreement shall not apply to such on-premise components. The Customer may use them only during the term of the contract and solely in connection with the relevant contractually agreed SaaS Solution.
- 4. Third-Party Software / Open Source Software**
- 4.1 All Third-Party Software shall be identified in the documentation for the SaaS Solution. If Third-Party Software is subject to separate terms of the relevant third-party manufacturer, those licence terms shall be attached to the documentation. Upon Customer's request, Beta Systems shall provide this information, including prior to the conclusion of the contract. For such Third-Party Software and any successor versions distributed by Beta Systems, the third-party manufacturer's licence terms shall apply; Beta Systems' licence terms and any other provisions of the Individual Contract shall apply additionally and, where applicable, alternatively. Where software provided by Beta Systems contains Third-Party Software, the Customer may use it only as part of the overall solution provided. The Customer shall indemnify Beta Systems against any claims arising from a breach of this obligation.
- 4.2 The software may contain Open Source Software. Such Open Source Software shall be governed exclusively by the applicable licence terms of the relevant rights holders. The Open Source Software included in the software and the applicable licence terms shall be identified in the product documentation provided to the Customer at the time of conclusion of the contract, as applicable at the date of conclusion of the contract. Any rights of use granted to the Customer with respect thereto shall be governed exclusively by those licence terms.
- Notwithstanding the foregoing, the Customer may request from Beta Systems, prior to the conclusion of the contract, an up-to-date overview of the Open Source Software used and the applicable licence terms. However, the product documentation provided at the time of conclusion of the contract shall remain authoritative for the content of the contract.
- To Beta Systems' knowledge, the Open Source Software used is, at the time of conclusion of the contract and when used in accordance with the contract not subject to licence terms requiring source code disclosure or relicensing under identical licence terms. Where Beta Systems provides Open Source Software or makes it available for download, such provision shall be free of charge.
- 5. Beta Systems' Responsibilities**
- 5.1 Beta Systems shall provide the contractually agreed SaaS Solution in accordance with the agreement and provide Support as specified in the Individual Contract. The quality and functionality of the Services shall be conclusively determined by the Individual Contract and the documents referenced therein. Beta Systems shall not be required to provide any Services or service features beyond those expressly agreed.
- 5.2 If the Customer receives a contractually agreed SaaS Solution free of charge, Beta Systems shall have no Support obligations and shall not provide any service level commitments for that SaaS Solution. Beta Systems may discontinue any SaaS Solution provided free of charge at any time. This provision shall prevail over any deviating or conflicting provisions of these Terms and Conditions.
- 5.3 Beta Systems may modify the contractually agreed SaaS Solution, including Support, Maintenance Windows and windows for material upgrades, at any time, provided that the Core Functions of the contractually agreed SaaS Solution are not materially reduced during the term of the contract.

5.4 Beta Systems may change the Server Infrastructure and/or the provider at any time. The functionalities of the Server Infrastructure may be used only to the extent made available from time to time, Beta Systems may, where appropriate, modify the functionalities of the Server Infrastructure on an individual basis, provided that due regard is given to the Customer's legitimate interests. Beta Systems may, in particular, make changes to reflect the state of the art, optimise the system, improve user-friendliness, correct errors, update or complete content, optimise programming or address licence-related requirements.

5.5 Beta Systems shall notify the Customer of modifications to the contractually agreed SaaS Solution within a reasonable period of time in advance. Changes to Maintenance Windows and windows for material upgrades shall be governed by the Service Level Agreement.

6. Customer Data and Personal Data; Customer Responsibilities and Obligations

6.1 Beta Systems shall implement and maintain appropriate technical and organizational measures in accordance with applicable data protection laws to protect Personal Data processed by Beta Systems in connection with the contractually agreed SaaS Solution, as further described in the data processing agreement referenced in the Individual Contract.

6.2 The Customer shall maintain appropriate security standards when using the contractually agreed SaaS Solution. The Customer shall not conduct, or permit any third party to conduct, penetration tests on it without Beta Systems' prior consent. The Customer shall be solely responsible for assessing the suitability of the contractually agreed SaaS Solution for its business processes and for complying with all applicable legal requirements relating to Customer Data and the use of the contractually agreed SaaS Solution. The Customer shall provide, free of charge and to the extent required, all cooperation necessary for Beta Systems to provide the contractually agreed SaaS Solution and Support, in particular by maintaining the infrastructure and telecommunications facilities required to access the contractually agreed SaaS Solution. Such cooperation is a prerequisite for Beta Systems' proper performance of its contractual obligations. The Customer shall bear any disadvantages and additional costs resulting from a breach of its obligations.

7. Beta Systems' Services During the Term of the Contract

During the term of the contract, Beta Systems shall keep the software suitable for contractual use and maintain its usability in accordance with the product documentation and any applicable additional specifications.

8. Warranty / Defect Rectification

Sections 6.1 to 6.7, 6.9 and 6.11 of the General Part of The General Terms and Conditions of Beta Systems Group (Garancy), version 04/2026, shall apply. Extraordinary termination of the rental agreement shall replace withdrawal of the contract.

9. Remuneration, Payment Terms

The Customer shall pay the remuneration specified in the Individual Contract, plus any statutory value added tax.

10. Limitation of Liability

Beta Systems' strict liability under Section 536a(1) of the German Civil Code (BGB) for Defects existing at the time of conclusion of the contract is expressly excluded.

In addition, section 8 of the General Part of The General Terms and Conditions of Beta Systems Group (Garancy), version 04/2026, shall apply.

11. Term, Suspension and Termination

11.1 The contract term shall be governed by the provisions of the relevant Individual Contract.

11.2 During the contract term, either party may terminate the Individual Contract for cause. Beta Systems shall be deemed to have cause for termination in particular if

- a) the Customer is in default with two consecutive licence fee payments, or with more than an insignificant part of the licence fee for two consecutive payment periods, or is in default, over a period exceeding two payment periods, with payment of an amount equal to the licence fees for two payment periods;
- b) the Customer's financial circumstances have materially deteriorated or are likely to materially deteriorate and, as a result, fulfilment of a payment obligation to Beta Systems is jeopardized;
- c) the Customer applies for the opening of insolvency proceedings or comparable debt settlement proceedings over its assets; or
- d) the Customer is insolvent or over-indebted. Beta Systems reserves the right to assert any further claims for damages.

11.3 Any termination notice must be made in writing.

11.4 Beta Systems may suspend, with immediate effect, the Customer's use of the contractually agreed SaaS Solution and storage space if there is justified suspicion that stored data or content is unlawful and/or infringes third-party rights. Such suspicion shall be deemed to exist in particular where courts, authorities or other third parties notify Beta Systems accordingly. Beta Systems shall notify the Customer of the suspension and the reasons for it. The suspension shall be lifted once the suspicion has been dispelled.

11.5 The Customer may exercise its termination right pursuant to section 543(2) no. 1 of the German Civil Code (BGB) only in the event of material defects and only if such defects cannot be remedied despite the Customer having granted a reasonable deadline and issued a corresponding notice of intended termination, and defect rectification must be deemed to have failed.

11.6 Upon termination or expiry of the Individual Contract relating to the contractually agreed SaaS Solution, the Customer shall immediately cease using the SaaS Solution and, upon Beta Systems' request, return any copies of the SaaS Solution to Beta Systems, unless retention is required by law for a longer period. In that case, the return or destruction shall take place after the expiry of the retention period. Upon request, the Customer shall confirm to Beta Systems in writing that it has fulfilled the obligations set out in this section.

12. Export Control

12.1 If national or international export control regulations, including embargoes or other sanctions, make Beta Systems' performance of the contract impossible or materially impede it, Beta Systems may adapt the contract or terminate it with immediate effect and without prior notice. Delays caused by export control reviews or approval procedures shall suspend the delivery period, unless the relevant delay is attributable to Beta Systems.

12.2 The Customer shall provide all information and documentation and, where applicable, obtain all approvals required for the users' access to the contractually agreed SaaS Solution, for the export or transfer

of the SaaS Solution and/or for the involvement of service providers, unless such matters fall within Beta Systems' responsibility.

12.3 The Customer shall comply with all applicable national and international customs and (re-)export control laws.

13. Miscellaneous Provisions

13.1 Beta Systems may amend these Terms and Conditions and the Service Level Agreement with future effect if there is a legitimate reason for such amendment (in particular due to legal, regulatory or technical changes) and the amendment is reasonable for the Customer. Any amendment shall not impair the material performance obligations, in particular the agreed Core Functions of the Services.

13.2 Beta Systems shall notify the Customer of any such amendment in an appropriate manner at least thirty (30) calendar days prior to its intended effective date if the amendment entails a restriction in usability or other more than insignificant disadvantages (e.g. implementation effort). If the Customer does not object within thirty (30) days of receiving the notification and/or continues to use the contractually agreed SaaS Solution after expiry of the objection period, the amendment shall be deemed agreed upon expiry of that period. If the Customer objects, the contractual relationship shall continue on the existing terms. In that case, Beta Systems may terminate the contractual relationship by giving one (1) month's notice. The notice of amendment shall inform the Customer of its right to object and of the consequences thereof.

13.3 Beta Systems may also provide system notifications and information relating to the operation, hosting or Support of the contractually agreed SaaS Solution within the SaaS Solution itself or via the Garancy support portal.

13.4 Without Beta Systems' prior written consent, and without prejudice to Section 354a of the German Commercial Code (HGB), the Customer may not assign or transfer the Individual Contract or any contractual rights or obligations to any third party.

14. Additional Terms and Conditions

In addition, the General Terms and Conditions of Beta Systems Group (Garancy), version 04/2026, and the Licence Terms for the Temporary Use of Software of Beta Systems Group (Garancy), version 04/2026, shall apply.