GENERAL TERMS AND CONDITIONS (GTC)

of demicon GmbH, Friedrichstr. 15, 70174 Stuttgart, Germany, governing consulting services and trainings, the brokerage of standard software, the purchase, rental, development and maintenance of software products, as well as hosting services.

These General Terms and Conditions are structured in modules and consist of the General Part applicable to all contractual relationships (§ 1) and the supplementary Special Parts (§§ 2 to 9) specific to the respective type of service agreed.

§1 General Part

§2 Special Part: Consulting Services and Other IT Services

§3 Special Part: Training Services

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§1. General Part

1.1. General

1.1.1. These GTC apply to the business relationship between **demicon** and the customer insofar as brokerage services relating to standard software are provided to the customer and insofar as software is provided to the customer for use either permanently (software purchase) or limited to the respective contract term (software rental). They further apply to agreed maintenance services for provided software (software maintenance), to consulting services and other IT services, to software development services, to hosting services and to trainings offered by **demicon** (training services). These GTC are divided into a general part (§ 1 General Part) and special parts (§ 2 and/or § 3, § 4, § 5, § 6, § 7, § 8, § 9 each Special Part), whereby the latter contain specific provisions for the respective concrete services of **demicon**. The special parts apply, insofar as relevant, to the

brokerage, purchase or rental of software, to consulting, software development, software maintenance, hosting and training services, including the granting of rights required to perform the agreement, to services agreed within the respective agreement and to pre-contractual obligations. In principle, the version of the GTC valid at the time of conclusion of the agreement shall apply. The provisions also apply accordingly to pre-contractual relationships. For other deliveries and services of a different type (e.g. delivery of hardware) by **demicon**, as well as for other third-party software or hardware, further or supplementary contractual terms may apply. For downloading applications via a central distribution platform (such as the Atlassian Marketplace; hereinafter "Distribution Platform") and for any payment modalities and costs specified there, the prices as well as the sales and use terms of the operator of the Distribution Platform may also apply. In addition, separate contractual terms of the respective telecommunications service providers may apply for Internet or mobile network access and their use. Even if no express reference is made upon conclusion of similar agreements, only these GTC of **demicon** shall apply in the version made available to the customer at the time the customer submits its declaration, unless the parties expressly agree otherwise.

1.1.2. For the purchase of software, §§ 433 et seq. of the German Civil Code (BGB) apply additionally. For supplementary services (e.g. installation, parameterisation), §§ 611 et seq. BGB apply.

1.1.3. "Entrepreneur" within the meaning of these GTC means a natural or legal person or a partnership with legal capacity which, when concluding the legal transaction, acts in the exercise of its commercial or self-employed professional activity. Customers within the meaning of these GTC are exclusively entrepreneurs.

1.1.4. Individual contractual arrangements shall take precedence over these GTC. Deviating, conflicting or supplementary terms and conditions shall not become part of the contract unless their validity is expressly agreed.

1.1.5. Prior to entering into the agreement, the customer must verify whether and to what extent the specification of the software meets its wishes and needs. In this respect, the customer must keep itself informed about the essential functional features and conditions of the software.

The scope of the software functions generally depends on the customer's hardware and software environments existing at the time of contract conclusion. It is expressly pointed out that the uninterrupted and unrestricted condition and functionality of the software generally also depends on software components provided by third parties. Any changes in such software components and/or in the customer's hardware and software environments may result in restrictions of the functionality of the software to be provided by **demicon**.

1.1.6. The agreements concluded between the parties in the individual case—based on the contractual offer contained in the order and the corresponding order confirmation by **demicon**—shall be decisive for the specific scope, type and quality of the services as well

as the specific functional scope of the software. The condition and functionality of the software otherwise results from the respective product descriptions, which shall not be understood as warranties. A warranty (guarantee) is only granted if expressly designated as such.

1.1.7. The customer is entitled to provision of the contractual software consisting of the object code and a corresponding user manual. The delivery method is governed by the agreements between the parties. Unless otherwise agreed, the software consisting of the object code and user manual is provided via a download link over the Internet. The customer has no claim to provision of source code. **demicon** provides all deliveries and services according to the state of the art.

1.2. Conclusion of Contract

1.2.1. Offers by **demicon** are non-binding and subject to change unless expressly designated as binding. A legally binding agreement is concluded only by a contract signed by both parties, a written or electronic order confirmation by **demicon** or also by **demicon** commencing performance of the ordered services. The respective agreement sets out in detail the specific scope of the services requested by the customer and the remuneration payable by the customer. In this sense, the agreement to be concluded defines the arrangements regarding deliveries and services of **demicon** and references these GTC as well as, if applicable, further annexes (in particular Service Level Agreements). The specific system requirements for using **demicon's** deliveries and services are set out separately between the parties during contract conclusion and by referencing the relevant service descriptions indicated in the agreement.

1.2.2. Conclusion of the agreement is subject to **demicon** being properly and correctly supplied by its own suppliers; if **demicon** is not supplied or not properly supplied, **demicon** shall not be obliged to perform or shall be obliged to perform only partially. This applies only if the non-delivery is not attributable to **demicon** and **demicon** has entered into a specific covering transaction with due care. **demicon** will undertake all reasonable efforts to be able to provide the performance. Otherwise, any consideration received shall be refunded without undue delay. In the event of non-availability or only partial availability, the customer shall be informed without undue delay.

1.2.3. For deliveries and services of a different type (e.g. consulting regarding setup and installation of the software), separate agreements must be concluded.

1.3. Remuneration

1.3.1. The remuneration agreed in the agreement shall apply. Remuneration is owed plus VAT at the applicable statutory rate. In the context of software rental, **demicon** is entitled to reasonably increase the agreed prices for the contractual services to compensate for increases in personnel and other costs. **demicon** will inform the customer of such price increases in writing or by e-mail; the price increases do not apply for periods for which the customer has already made payments.

1.3.2. Other services expressly agreed as subject to remuneration shall be provided by **demicon** on a time-and-material basis at the general list prices valid at the time of engagement.

1.3.3. During default, the customer shall pay interest on the monetary debt at a rate of nine (9) percentage points above the applicable base interest rate. **demicon** reserves the right to claim higher damages caused by default. The customer must in principle acknowledge the agreed payment terms. In the event of default, **demicon** is entitled—subject to further claims—to temporarily block access to the agreed services in whole or in part. The customer will be informed thereof promptly in text form.

1.3.4. The customer may only set off claims if its counterclaims have been finally adjudicated, are acknowledged, or are not disputed by **demicon**. The customer's right of set-off with contractual and other claims arising from the initiation or performance of this contractual relationship remains unaffected. The customer may exercise a right of retention only if its counterclaim is based on the same contractual relationship.

1.4. General Obligations of the Customer

1.4.1. The customer shall promote proper use of the software by active and appropriate cooperation. The customer shall provide **demicon** with the information and data necessary for proper performance. The customer is responsible for ensuring that the technical requirements for using the contractual subject matter are met on its side, in particular with regard to the hardware and software used, the Internet connection and up-to-date browser software. In particular, the customer shall carry out regular data backups and use up-to-date anti-virus software. **demicon** shall not be liable for virus damage that could have been prevented by using such software. The limitations of liability pursuant to § 1 clause 1.6 of these GTC shall also apply.

1.4.2. The customer shall take reasonable precautions in the event that the software does not work properly in whole or in part (e.g. data backups, fault diagnosis, regular verification of results, contingency planning). It is the customer's responsibility to ensure the functionality of the software's operating environment.

1.4.3. The customer shall comply with the law of the Federal Republic of Germany, in particular data protection and youth protection provisions, criminal law provisions and these GTC. In particular, the customer is obliged:

1.4.3.1. to protect access data as well as identification and authentication mechanisms against access by unauthorised third parties and not to disclose them to such third parties;

1.4.3.2. not to infringe third-party rights, in particular copyrights and related rights, trademarks, patents and other property rights, as well as personal rights;

1.4.3.3. to respect the privacy of others, i.e. not to disseminate defamatory, threatening, glorifying violence, harassing, harmful, racist or other objectionable content;

1.4.3.4. not to run applications that may change the physical or logical structure of networks, such as viruses;

1.4.3.5. not to use the infrastructure provided for unlawful advertising purposes, in particular for the unsolicited transmission of electronic mail.

1.4.4. If storage space is made available to the customer, it may not store content that is unlawful, violates laws or official regulations, or infringes third-party rights. In particular, the infrastructure provided by **demicon** and/or any storage space made available may not be used for offers, their promotion or distribution that infringe industrial property rights (e.g. trademarks, patents, utility models, design rights), copyrights and related rights, and other rights (e.g. right to one's own image, name and personality rights). The same applies to pornographic and youth-endangering offers, propaganda materials and products bearing symbols of unconstitutional organisations.

1.4.5. If the customer becomes aware of misuse of its access data or identification/authentication mechanisms, it shall inform **demicon** without undue delay. In case of misuse, **demicon** is entitled to block access to its services. Lifting of the block is only possible upon the customer's written request. The customer shall be liable for misuse for which it is responsible.

1.4.6. **demicon** reserves the right to delete information from servers and to block user accounts in case of breach of these GTC. In case of violation of applicable laws, **demicon** is entitled to forward the relevant information to the competent state authorities.

1.4.7. **demicon** reserves the right to temporarily block access to the agreed services in whole or in part if and insofar as the customer uses such services unlawfully and/or breaches the obligations set out in these GTC. The customer shall be informed thereof promptly in text form.

1.4.8. **demicon** is generally not responsible for the customer's own content. In particular, **demicon** is not obliged to review content for possible legal violations. The customer shall indemnify **demicon** against all justified claims asserted by third parties against **demicon** due to infringements of their rights for which the customer is responsible. The customer shall also bear the costs of **demicon's** legal defence in this respect, including all court and attorney fees at the statutory rate. For this purpose, the customer shall provide **demicon** with an appropriate advance payment.

1.5. General Provisions on Defects in Title and Quality

1.5.1. It generally applies to software applications provided that no software or IT infrastructure available on the market is 100% secure and 100% free of defects. This is due, inter alia, to the multitude of viruses in circulation and the fact that security risks exist to which, according to the current state of the art, countermeasures may not yet be available. **demicon** cannot per se provide protection against improper operation or modifications of software applications, against infection of software components with computer viruses or other malware, or against other security vulnerabilities that are

outside **demicon's** sphere of influence or are otherwise not attributable to **demicon**. The services provided by **demicon** do not protect against possible infringements of intellectual property or other unlawful activities by third parties—for example through cyber-attacks/hacker attacks, spying on or intercepting data, or other unlawful data manipulation or computer sabotage.

1.5.2. In general, **demicon** warrants that the owed services are free from material defects that restrict the ordinary use of the services and free from third-party rights. **demicon** warrants that the services owed have the quality customary for services of the same type and that the customer may expect in light of the type of the specific service. Subject to § 1 clause 1.5.1, it is expressly pointed out that the uninterrupted and unrestricted condition and functionality of the services owed by **demicon** generally also depend on software and hardware components of third parties which cannot be influenced by **demicon**. In particular, any changes in such software components and/or in the customer's hardware and software environments may lead to restrictions in the functionality of the services owed by **demicon**. Restrictions due to technical or other problems that are not within **demicon's** control (force majeure, fault of third parties, etc.) are not attributable to **demicon**.

1.5.3. The customer shall notify demicon without undue delay of any defects that occur. In case of defects in quality, this shall include a description of when the defects occurred and the circumstances. Any defects in the owed services shall be remedied by **demicon** without undue delay after the customer has submitted a defect description. If **demicon** is unable to remedy a defect within a reasonable period, the customer may demand a proportionate reduction of remuneration. This does not apply if the defect is based on circumstances for which the customer is responsible, in particular if it fails to fulfil its cooperation obligations. In case of repeated material defects, the customer may also terminate the agreement without notice. Any further rights of the customer remain unaffected.

1.5.4. **demicon** does not provide any warranties (guarantees) in the legal sense to the customer unless expressly agreed otherwise.

1.5.5. Any content uploaded into any infrastructure provided by **demicon** constitutes third-party content for **demicon**. Legal responsibility for such content lies with the customer.

1.5.6. According to the current state of the art, data communication via the Internet cannot be guaranteed to be error-free and/or available at all times. Therefore, **demicon** assumes no warranty for technical defects that are not attributable to **demicon**, in particular for continuous and uninterrupted availability of databases and their content or for complete and error-free display of content uploaded by the customer.

1.5.7. If the contractual services infringe third-party intellectual property rights, the customer shall inform **demicon** in writing without undue delay and provide **demicon** with the information required for defence as well as other reasonable support

1.6. Liability

1.6.1. **demicon** assumes no liability for uninterrupted availability of systems or for system-related failures, interruptions and disruptions of technical installations and services that are not attributable to **demicon**. **demicon** is not liable in particular for disruptions of access quality due to force majeure or due to events that are not attributable to demicon. This includes, in particular, strikes, lockouts, lawful internal industrial action and official orders. This also includes complete or partial failure of communication and network structures and gateways of other providers and operators required for demicon's own performance. demicon is entitled to postpone the services incumbent upon demicon for the duration of the hindering event plus a reasonable ramp-up period. demicon assumes no liability for immaterial interruptions. demicon is also not liable for errors arising from the customer's risk sphere or that of other third parties, in particular not for errors caused by improper operation or modification of applications or other third-party software, infection of software components with computer viruses, use of unsuitable data carriers, defective hardware, power failure or failure of data lines, errors due to insufficient information security or unsuitable environmental conditions at the place where applications are operated.

1.6.2. In the event of slightly negligent breaches of duty, liability is limited to the foreseeable, contract-typical, direct average damage according to the nature of the goods. This also applies in the case of slightly negligent breaches of duty by legal representatives or vicarious agents of **demicon**. **demicon** is not liable for slightly negligent breach of non-essential contractual obligations. However, **demicon** is liable for infringement of contractual core rights of the customer. Contractual core rights are those which the contract must grant the customer according to its content and purpose. **demicon** is also liable for breach of obligations the fulfilment of which is essential for proper performance of the contract and on compliance with which the customer may rely.

1.6.3. The above limitations of liability do not apply to claims by the customer arising from warranties/guarantees and/or product liability. Furthermore, the limitations of liability do not apply in cases of intent, gross negligence, breach of essential contractual obligations, and in case of bodily injury or damage to health attributable to **demicon**, or in case of loss of life.

1.6.4. **demicon** is not liable for loss of data and/or programs insofar as the damage is due to the customer's failure to perform data backups and thereby ensure that lost data can be restored with reasonable effort.

1.7. Confidentiality and Data Protection

1.7.1. The customer and **demicon** mutually undertake to maintain confidentiality in accordance with the following provisions.

1.7.2. The recipient shall keep confidential the disclosing party's trade secrets within the meaning of Section 2 no. 1 of the German Trade Secrets Act (GeschGehG) as well as other confidential information, in particular economically, legally, fiscally and technically

sensitive data (together “Confidential Information”), entrusted to or becoming known to it—irrespective of whether expressly marked as confidential or not—and shall not disclose or make them accessible. Confidential Information does not include information that was publicly known or generally accessible to the public before disclosure to the recipient, or becomes so at a later time without breach of confidentiality; information that was demonstrably known to the recipient prior to disclosure without breach of confidentiality; information independently developed by the recipient without using or referencing the Confidential Information; or information made available to the recipient by an authorised third party without breach of confidentiality. This obligation also applies for a period of five (5) years after termination of the agreement. The content of the agreement itself is also subject to this obligation.

1.7.3. The recipient may disclose Confidential Information internally only to the extent necessary and to the necessary group of persons (“need-to-know”). Confidential Information may be made accessible by the recipient in particular only to its employees bound to secrecy or to advisors subject to professional secrecy, insofar as they are involved in the contractual relationship and reasonably require the information. Employees must be informed of this arrangement in advance. The recipient shall take all necessary measures to ensure that all persons to whom Confidential Information is disclosed or made accessible handle it in the same manner as the recipient is obliged to do.

1.7.4. The recipient is not entitled to use, exploit, appropriate or otherwise utilise Confidential Information for purposes other than those contractually agreed, either itself or through third parties. In particular, for products and objects the recipient is not entitled to obtain Confidential Information by way of “reverse engineering” through observing, examining, disassembling or testing.

1.7.5. Upon request of the disclosing party, and without request at the latest upon termination of the agreement, the recipient shall return without undue delay all Confidential Information provided to it as well as all copies and transcripts made thereof, or destroy them in coordination with the disclosing party. If documents containing Confidential Information have been provided in electronic form, such data shall be deleted at the latest upon termination of the agreement, or —if technically not possible— permanently blocked.

1.7.6. The recipient shall also protect Confidential Information by appropriate confidentiality measures against unauthorised access by third parties and shall comply with statutory and contractual data protection provisions when processing Confidential Information. This includes technical security measures adapted to the current state of the art (Art. 32 GDPR) as well as the obligation to bind employees to confidentiality and compliance with data protection (Art. 28(3)(b) GDPR).

1.7.7. If the recipient intentionally or negligently breaches the aforementioned confidentiality obligations, it undertakes to pay an appropriate contractual penalty, the amount of which shall be determined by the disclosing party at its reasonable discretion and, in case of dispute, be subject to review by the competent court. The specific amount of the

contractual penalty incurred shall depend in particular on the degree of confidentiality of the affected trade secret or other Confidential Information, the degree of fault, the scope of the disclosure and the number of unauthorised persons to whom the information was wrongfully disclosed.

1.7.8. Any further claims for damages remain unaffected. Any paid contractual penalty shall be credited against any damages claims. The contractual penalty constitutes the minimum damage.

1.8. Amendments to these GTC

1.8.1. **demicon** reserves the right to amend these GTC while observing an appropriate notice period of at least six (6) weeks and taking into account the customer's interests. **demicon** shall notify the customer of any such amendment in text form.

1.8.2. If the customer does not object, the amended GTC shall be deemed accepted. **demicon** will expressly inform the customer in the amendment notice about its right to object and the consequences of failing to object. In case of an objection, the agreement shall continue unchanged under the previous GTC; however, **demicon** is entitled to terminate the agreement ordinarily.

1.9. Miscellaneous

1.9.1. This contractual relationship is governed by German substantive law to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). The customer is informed that IT services may be subject to export and import restrictions. In particular, authorisation requirements may exist and the use of the software or related technologies abroad may be subject to restrictions. Performance under the agreement may be subject to the condition that there are no obstacles due to national and international export and import law provisions and no other statutory provisions.

1.9.2. Should individual provisions be invalid, this shall not affect the validity of the remaining contractual content.

1.9.3. Exclusive place of jurisdiction for all disputes arising from the contractual relationship is the registered office of **demicon**, unless mandatory law provides for a different jurisdiction.

1.9.4. These GTC are provided in German and in English. Only the German version shall be authoritative. The English version serves information purposes only. In the event of discrepancies between the versions or of doubts as to interpretation, the German version shall prevail. The German version is available on demicon's website and will be provided to the customer in text form upon request.

§2. Special Part: Consulting Services and Other IT Services

2.1. Subject Matter of the Contract

2.1.1. Within the scope of consulting services and other IT services, the subject matter of the agreement is consulting, support and comprehensive assistance in the field of information technology pursuant to these GTC, **demicon's** Statement of Work ("SOW"), and any individual contractual arrangements agreed by the parties as part of the order.

2.1.2. In the course of its activities, **demicon** provides consulting and support services ("Consulting Services") in coordination with the customer. The Consulting Services shall be specified in more detail by individual agreement.

2.2. Rights and Obligations of demicon

2.2.1. As a rule, **demicon** is not entitled to act as the customer's representative vis-à-vis third parties, in particular to conduct negotiations or to make declarations of intent with effect for or against the customer. Exceptions require the customer's prior written consent.

2.2.2. **demicon** warrants performance of the agreed services in accordance with the agreement, observing high standards of due care and quality and the state of the art applicable at the time of performance. Where agreed and, in individual cases, reasonable, **demicon** shall take into account general procedural descriptions and industry standards (e.g. ITIL, DIN).

2.2.3. **demicon** is in principle free to choose the place of performance.

2.2.4. **demicon** is in principle free to allocate its working time. However, for cooperation between the parties and to meet deadlines, **demicon** shall coordinate with the customer's project manager.

2.2.5. **demicon** is free to choose the persons it deploys for performance. **demicon** shall ensure that the persons deployed are sufficiently qualified. If and insofar as **demicon** has named persons to the customer whom it intends to deploy, this reflects the planning status at the time of such naming. The customer has no claim to the deployment of the named persons. **demicon** may also perform services through subcontractors. **demicon** will structure agreements with subcontractors so that they are consistent with the provisions of this agreement.

2.3. Cooperation Obligations of the Customer

2.3.1. The customer shall provide the agreed cooperation services, including provisions. Beyond the expressly stated cooperation services, the customer shall provide those cooperation services that are necessary and customary for proper performance by **demicon** and, in particular, provide **demicon** with all required information, insofar as such services are not contractually assigned to **demicon's** responsibility.

2.3.2. The customer shall designate a contact person responsible for technical implementation (“Single Point of Contact”; “SPOC”) who is available to support **demicon** in providing the services and to answer queries. This SPOC must have decision-making authority for all aspects of the project. In addition, the customer shall make available those employees whose specific knowledge is required to implement the project.

2.3.3. If the customer fails to comply with its cooperation obligations and, for this reason, **demicon** is unable to complete its Consulting Services in whole or in part within the agreed time, the agreed period shall be extended appropriately.

2.3.4. If cooperation services are owed and the necessary specification has not already been made contractually, **demicon** shall request such services from the customer in text form with an appropriate lead time, stating the relevant framework conditions. **demicon** shall inform the customer without undue delay in text form about cooperation services that **demicon** deems insufficient.

2.3.5. Unless otherwise agreed in individual cases, all cooperation services shall be provided to **demicon** free of charge.

2.3.6. The services to be provided by the customer constitute genuine obligations and not merely duties of care. If and insofar as the customer does not provide the owed services, does not provide them in due time or as agreed, and this affects **demicon’s** performance, **demicon** shall be released from providing the affected services. The relevant time limits for **demicon’s** performance shall be extended by an appropriate period. Any additional expenses incurred and proven by **demicon** shall be remunerated separately on the basis of the agreed conditions, without prejudice to further rights.

2.3.7. If services are provided on-site, the customer shall provide **demicon** with an adequate and reasonable working environment at the customer’s premises. In addition, access to servers, data and other technical systems of the customer must be ensured insofar as required for performance.

2.4. Preconditions for Performance

2.4.1. Dates and schedules shall be agreed mutually unless clearly defined within an offer.

2.4.2. Changes to dates are permissible only by express agreement between **demicon** and the customer.

2.4.3. If one of the contracting parties recognises a shift of dates, it must notify the responsible contact person without undue delay and document this including a risk, time and cost assessment.

2.4.4. If jointly agreed and confirmed deployment dates are cancelled or postponed by the customer, **demicon** shall invoice the resulting downtime as follows: 75% of the applicable daily rate if cancelled up to 10 days before the agreed deployment date, and 100% of the applicable daily rate if cancelled up to 5 days before the agreed deployment date.

2.4.5. Services are offered during business hours Monday to Friday (working days) between 8:00 and 18:00 (CET). Outside these business hours, no services are provided unless the parties expressly agree otherwise.

2.4.6. Managed services provided by **demicon** are delivered exclusively remotely.

2.5. Remuneration and Payment Terms

2.5.1. **demicon's** services shall be invoiced at the remuneration rates agreed in the individual contract.

2.5.2. The granting of the rights pursuant to § 2 clause 2.7 is subject to full payment of the agreed remuneration and is deemed generally compensated thereby.

2.5.3. Agreed person-day contingents are invoiced monthly in the subsequent month in the amount of the actual working hours performed. Invoices are due upon receipt unless otherwise agreed.

2.5.4. On-site engagements are bookable only consecutively. One person-day (PD) corresponds to 8 hours. One on-site person-day is invoiced with at least 8 hours.

2.5.5. If not already included in the commercial offer, services outside this time window may be performed if required and by mutual written agreement between the customer's representatives and **demicon**. Working time Monday to Friday (working days) between 18:00 and 8:00 (CET) is charged at a factor of 1.5, and Saturdays, Sundays and statutory public holidays (by reference to the federal state of Baden-Württemberg) at a factor of 2.0 of the hourly/daily rate stated in the commercial offer.

2.5.6. Any necessary travel to customer locations shall be agreed in advance between **demicon** and the customer and shall be requested and approved by the customer in writing by e-mail. If no other written agreement on the settlement of travel expenses is made, **demicon** will inform the customer in writing, as part of joint travel planning, about the following flat-rate travel expense scheme. **demicon** will invoice the utilised travel services with the following invoicing run.

2.5.6.1. To cover the incurred costs (e.g. hotel, train travel, etc.), a flat-rate travel expense of 700 EUR per person is applied for one overnight stay including arrival and departure.

2.5.6.2. For each additional overnight stay, a flat rate of 130 EUR per person applies.

2.5.6.3. The customer reserves the right to prove that demicon incurred lower damage/expense.

2.6. Term and Termination

2.6.1. The contract is concluded in accordance with § 1.2 of these GTC. It ends, whichever occurs first, when:

2.6.1.1. the agreed services have been fully performed; or

2.6.1.2. the customer terminates the agreement by giving two (2) weeks' notice to the end of a calendar month.

2.6.2. The right of both parties to extraordinary termination for cause pursuant to statutory provisions remains unaffected.

2.6.3. Any termination requires written form to be effective.

2.6.4. Services performed up to the effective date of termination must be remunerated; in the event of extraordinary termination by the customer caused by **demicon's** culpable breach, this applies only insofar as the services performed are usable for the customer.

2.6.5. If, after ordering, the customer does not call off the available service in whole or in part within 12 months, an ordered project will be closed unless a bilateral written extension is agreed. In the former case, a new project start requires a new written service/work agreement.

2.7. Rights of Use

2.7.1. Upon full payment of the remuneration owed, the customer receives a non-transferable, non-exclusive, worldwide right, unlimited in time, to use the work results developed by **demicon** for its own internal purposes. This includes use by third parties for the customer, e.g. other service providers.

2.7.2. The right of use pursuant to § 2 clause 2.7.1 also includes the right to use the work results for companies affiliated with the customer.

§3. Special Part: Training Services

The following conditions apply if **demicon** provides training services.

3.1. Subject Matter of the Contract

3.1.1. Within the scope of trainings, the subject matter of the agreement (contract for services) is the provision of training services in the field of information technology in accordance with these GTC, **demicon's** product descriptions and any individually agreed arrangements made by the parties in the course of the order.

3.1.2. Successful training outcomes are not owed.

3.2. Conduct of Trainings

3.2.1. Trainings are generally conducted in German or English. Training materials shall, where applicable, be provided in the language of the training. The use of common English technical terms in German-language trainings is permissible.

3.2.2. Unless otherwise agreed, trainings take place on the customer's premises (on-site) or via video conference provided by **demicon**.

3.2.3. Unless otherwise agreed, audio-visual recording of trainings is not permitted.

3.3. demicon Personnel and Subcontractors

3.3.1. **demicon** is free to choose the persons it deploys for performance and shall ensure sufficient qualification. Naming of persons reflects the planning status at the time of naming; the customer has no claim to their deployment.

3.3.2. Persons deployed by **demicon** are not subject to the customer's right of instruction. This applies in particular if such persons perform services on the customer's premises. Both parties shall take suitable measures to prevent employee leasing (temporary agency work).

3.3.3. **demicon** may also perform services through subcontractors and will structure subcontractor agreements consistently with this agreement.

3.4. Ancillary Obligations and Other Cooperation Obligations of the Customer

3.4.1. The customer shall provide the agreed cooperation services including provisions. Beyond the expressly stated cooperation services, the customer shall provide the cooperation services necessary and customary for proper performance by **demicon** and, in particular:

3.4.1.1. provide all necessary information;

3.4.1.2. make the training materials provided available to the training participants in a suitable form, insofar as these services are not contractually assigned to **demicon**;

3.4.1.3. if training is agreed to be conducted on the customer's premises:

- Grant access to its premises at the agreed training times, in particular to a training room suitable for conducting the training and

- Grant access to its IT systems and provide the technical means required to conduct the training.

3.4.2. If cooperation services are owed and the necessary specification has not already been made contractually, **demicon** shall request such services from the customer in written form with an appropriate lead time and stating the relevant framework conditions. **demicon** will inform the customer without undue delay in written form about cooperation services deemed insufficient.

3.4.3. Unless otherwise agreed, all cooperation services shall be provided to **demicon** free of charge.

3.4.4. The customer's cooperation duties constitute genuine obligations. If and insofar as the customer does not provide the owed services, does not provide them in due time or as agreed, and this affects **demicon's** performance, **demicon** shall be released from providing the affected services. The relevant time limits shall be extended appropriately; for bindingly agreed dates, **demicon** shall be released from the obligation to perform. Any additional expenses incurred and proven by **demicon** shall be remunerated separately on the basis of the agreed conditions, without prejudice to further rights.

3.4.5. If jointly agreed and confirmed deployment dates are cancelled or postponed by the customer, **demicon** shall invoice the resulting downtime as follows: 75% of the applicable daily rate if cancelled up to 10 days before the agreed deployment date and 100% of the applicable daily rate if cancelled up to 5 days before the agreed deployment date.

3.5. Remuneration

3.5.1. Services by **demicon** are remunerated on a time-and-material basis. The agreed daily and hourly rates apply.

3.5.2. On-site engagements are bookable only consecutively. One person-day (PD) corresponds to 8 hours. One on-site person-day is invoiced with at least 8 hours.

3.5.3. **demicon** is additionally entitled to reimbursement of the expenses required and proven for performance, including travel expenses. If training takes place on **demicon's** premises, this includes costs for catering of participants. Provision of training materials is not separately remunerated unless agreed otherwise.

3.5.4. Services rendered are invoiced following their performance and, in the case of recurring services, monthly in arrears. Invoices are due for payment upon receipt unless otherwise individually agreed. Invoices issued by **demicon** contain details of the service period, the daily rate and the expenses to be reimbursed.

3.6. Termination

3.6.1. The right to ordinary termination is excluded.

3.6.2. The right of both parties to extraordinary termination for cause under statutory provisions remains unaffected.

3.6.3. Any termination requires written form to be effective.

3.7. Rights of Use

3.7.1. The customer receives a non-transferable, non-exclusive, worldwide right, unlimited in time, to use the training materials for its own internal purposes. However, the right is granted only upon full payment of the contractually owed remuneration. Prior to this, the customer has only a provisional, contractual and revocable right of use.

3.7.2. The right of use under § 3 clause 3.7.1 also includes the right to make modifications, translations, edits or other adaptations and to use them for internal purposes, including storage and reproduction.

3.7.3. Ownership of copies of work results created by demicon for the customer for training purposes passes to the customer upon full payment of the remuneration owed.

§4. Special Part: Reselling Atlassian Software Products and Marketplace Apps

4.1. Subject Matter of the Contract

4.1.1. **demicon** is a reseller of Atlassian Pty Ltd, Level 6, 341 George Street, Sydney New South Wales, 2000, Australia ("Atlassian") and acts as intermediary for third-party extensions on the Atlassian Marketplace, available at https://marketplace.atlassian.com.

4.1.2. If the customer engages **demicon** to broker Atlassian software products or third-party extensions via the Atlassian Marketplace, the following provisions in § 4 of this GTC apply.

4.1.3. Any contract regarding an Atlassian software product is concluded exclusively with Atlassian and/or the respective third-party vendor. **demicon** provides the brokerage service and additionally provides support services within the scope of contractual processing.

4.1.4. Atlassian itself provides the customer with the licence keys required for performance in the agreed scope.

4.1.5. The customer may address support requests regarding the software products provided, in addition to **demicon**, directly to Atlassian and/or the respective third-party vendor. If **demicon** provides technical support beyond purely commercial processing, this is provided solely on the basis of a separately remunerated service or support agreement. Atlassian will support the customer appropriately in accordance with the maintenance and support resources available at https://www.atlassian.com/resources (or a successor page).

4.1.6. If the customer does not pay the remuneration owed within the agreed payment period, **demicon** is entitled to return the licences to Atlassian and/or the respective third-party vendor.

4.2. Customer Obligations

4.2.1. The customer shall comply with the relevant licence terms for the software products, including:

4.2.1.1. For Atlassian products: the Atlassian Customer Agreement.

4.2.1.2. For third-party extensions (Marketplace Apps): the respective vendor terms as well as the terms of use of the Atlassian Marketplace.

4.2.2. These terms govern in particular the rights and obligations of Atlassian/the vendor and the customer regarding the software and the scope of rights of use.

4.2.3. Atlassian's licence terms are available at https://www.atlassian.com/legal/atlassian-customer-agreements (or a successor page).

4.2.4. Licence terms for third-party apps are available in the respective Marketplace listing.

4.3. Warranty

4.3.1. Warranty is governed by the agreements with Atlassian and/or the vendor, in particular the licence terms. Warranty claims regarding the software product exist exclusively against Atlassian or the vendor. **demicon** will provide reasonable support to the customer in defect remediation, in particular regarding the competent contact persons.

§5. Special Part: Software Purchase

The following conditions apply insofar as the customer purchases software.

5.1. Subject Matter of the Contract

5.1.1. If the customer acquires software by way of purchase against a one-time payment, the subject matter of the agreement is the permanent provision of the software including the granting of the rights required for contractual use pursuant to these GTC, the product descriptions and any individual contractual arrangements agreed by the parties as part of the order.

5.2. Rights of Use

5.2.1. The customer is granted a non-exclusive right to use the acquired software permanently in unmodified form, within the agreed type of use, on the devices for which it is intended.The software may only be used by up to the type and number of authorised users (so-called clients) corresponding to the licences acquired by the customer. The customer may make one copy of each software product for data backup purposes. In doing so, it shall reproduce alphanumeric identifiers, trademarks and copyright notices unchanged and keep records of the whereabouts of the copies. Documentation may not be reproduced.

The customer may use the software on any hardware available to it. However, if it changes the hardware, it must delete the software from the previously used hardware. The customer may reproduce the delivered software product insofar as the respective reproduction is necessary for using the software. Necessary reproductions include installation of the software from the original data carrier onto the mass storage of the

hardware used as well as loading into working memory.

The customer may permanently sell or give away the software including the manual and accompanying materials to third parties, provided the acquirer agrees to the continued applicability of these GTC also vis-à-vis the acquirer. In the event of transfer, the customer must hand over all program copies, including any backup copies, to the new user or destroy any copies not handed over.

Decompilation and other forms of reverse engineering of the software, including modification for own use, are permissible, in particular for the purpose of defect remediation. If carried out for commercial purposes, it is permissible only if indispensable for creating, maintaining or operating an independently created computer program and if the necessary information has not been published and/or is otherwise accessible.

The customer shall ensure that the products, reproductions and documentation are not passed on to third parties without **demicon's** written consent.

5.2.2. The number of licences as well as type and scope of use are otherwise determined by the contractual offer contained in the customer's order and **demicon's** corresponding order confirmation, the product descriptions and any individual contractual arrangements agreed.
Any use beyond the contractual agreements, taking these GTC into account, is generally not permitted. The customer is generally not permitted to allow third parties to use the software beyond the contractual agreements.

5.2.3. No further acquisition of rights is associated with the granting of rights of use. The customer may not circumvent or remove any digital rights management (DRM), other technical protections and/or rights management information.

5.2.4. The customer is entitled to decompile and reproduce the software insofar as necessary to establish interoperability of the software with other programs. This applies only if **demicon** has not made the necessary information available to the customer upon request within a reasonable period.

5.2.5. If the customer uses the software to an extent that exceeds the acquired rights of use qualitatively (with respect to the type of permitted use) or quantitatively (with respect to the number of licences acquired), it shall promptly acquire the rights of use necessary for permitted use. If it fails to do so, **demicon** will assert its rights.

5.2.6. Ownership of delivered items and the rights pursuant to § 5 clause 5.2 transfer to the customer only upon full payment of the contractually owed remuneration. Until then, the customer has only a provisional, merely contractual and revocable right of use.

5.3. Special Customer Obligations

5.3.1. The customer shall inspect or have inspected the software delivered by **demicon** without undue delay after delivery or provision in accordance with commercial law (§

377 German Commercial Code, HGB) and shall notify **demicon** of any detected defects, describing the error precisely. The customer shall thoroughly test the intended use of the software before commencing productive use.

5.4. Warranty

5.4.1. **demicon** shall initially remedy software defects at its discretion by repair or replacement.

5.4.2. If subsequent performance fails, the customer may generally, at its choice, demand reduction of remuneration (abatement), rescission of the agreement or damages in lieu of performance. In the case of only minor defects, the customer shall—taking into account the interests of both parties—have no right of rescission. In lieu of damages in lieu of performance, the customer may claim reimbursement of futile expenses pursuant to § 284 BGB incurred in reliance on receiving the software and which it reasonably made.

5.4.3. The customer must notify **demicon** of obvious defects in the delivered software within two (2) weeks after receipt; otherwise, warranty claims are excluded. Timely dispatch/notification is sufficient to meet the deadline. For merchants, § 377 HGB applies.

5.4.4. The limitation period for warranty claims is one (1) year from delivery.The one-year period does not apply if **demicon** is guilty of gross fault, nor in the event of bodily injury or damage to health attributable to **demicon** or loss of life, in the event of a warranty/guarantee, and in the event of supplier recourse pursuant to §§ 478, 445a, 445b BGB. Liability under the German Product Liability Act remains unaffected. Liability under mandatory data protection provisions, in particular claims under the Federal Data Protection Act (BDSG) and the GDPR, remains unaffected.

5.4.5. By way of derogation from § 5 clause 5.4.4, the regular statutory limitation period also applies if **demicon** fraudulently concealed a defect.

§6. Special Part: Software Rental

The following conditions apply insofar as the customer rents software.

6.1. Subject Matter of the Contract

6.1.1. Within the scope of software rental, the subject matter of the agreement (rental contract) is the provision of the software limited to the term of the agreement including the granting of the rights required for contractual use pursuant to these GTC, **demicon's** product descriptions and any individual contractual arrangements agreed.

6.2. Rights of Use

6.2.1. The customer is granted a non-exclusive right, limited in time to the term of the rental contract, non-transferable and non-sublicensable, to use the software in unmodified form within the agreed type of use on the devices for which it is intended. The software may only be used by up to the type and number of authorised users (clients) corresponding to the licences acquired by the customer.

6.2.2. Contractual use includes installation, loading, display and running of the installed software.

6.2.3. The customer is entitled to reproduce, edit or decompile the software only if legally permissible and only if **demicon** does not make the necessary information available upon the customer's request.

6.2.4. Beyond the cases in § 6 clauses 6.2.1 and 6.2.2, the customer is not entitled to reproduce the software.

6.2.5. The customer is not entitled to make the copy of the software provided to it or any backup copies available to third parties. In particular, it is not permitted to sell, lend, rent or otherwise sublicense the software or to publicly reproduce or make the software accessible.

6.2.6. If the customer violates any of the above provisions, all rights of use granted under this agreement shall immediately become invalid and automatically revert to **demicon**. In this case, the customer shall cease using the software without undue delay and completely, delete all installed copies from its systems and delete any backup copy created or hand it over to **demicon**.

6.2.7. Decompilation and other forms of reverse engineering of the software, including modification for own use, are generally not permitted.

6.2.8. **demicon** may terminate the rights under § 6 clause 6.2 for good cause. Good cause exists in particular if **demicon** cannot reasonably be expected to continue the agreement, especially if the customer does not pay the remuneration or materially violates § 6 clause 6.2.

6.2.9. When the rights under § 6 clause 6.2 arise or end, **demicon** may demand from the customer the return of the provided items or written assurance that they have been destroyed, as well as deletion or destruction of all copies and written assurance thereof.

6.3. Remuneration

6.3.1. The amount of the monthly remuneration owed is based on the agreements between the parties in the individual case, pursuant to the contractual offer contained in the order and **demicon's** order confirmation. If the agreement is not concluded on the first day of a calendar month, the rent for the first month is generally calculated pro rata

based on the remaining days of the month, starting with the day following provision of the software.

6.3.2. Unless otherwise agreed, the rent for the respective month is due in advance on the third working day of each month. In the first month of the rental period, rent is due upon full provision of the software.

6.4. Term and Termination

6.4.1. The agreement is generally concluded for a fixed minimum term of 1, 3 or 5 years from conclusion. The specific minimum term is based on the agreements between the parties in the individual case. The agreement is generally automatically extended by a further 12 months unless terminated by either party with three (3) months' notice to the end of the respective term.

6.4.2. In addition, either party may terminate the rental contract in writing without notice for good cause. Good cause entitling **demicon** to terminate exists in particular if the customer infringes **demicon's** rights of use by using the software beyond what is permitted under this agreement and does not remedy the infringement within a reasonable period after a warning by **demicon**.

6.4.3. Termination must be in written form.

6.4.4. In the event of termination, the customer shall discontinue use of the software and remove all installed copies from its computers and, at **demicon's** option, promptly return any backup copies created or destroy them.

6.5. Special Customer Obligations

6.5.1. The customer shall protect the software by suitable measures against access by unauthorised third parties, in particular by storing all copies in a protected place.

6.6. Maintenance and Warranty

6.6.1. **demicon** warrants maintenance of the contractually agreed condition of the software during the term of the agreement and that no third-party rights prevent contractual use. **demicon** will remedy defects in title and quality of the rented item within a reasonable time

6.6.2. The customer shall notify **demicon** of defects in the software without undue delay after discovery in writing. In case of defects in quality, this shall include a description of when the defects occurred and the circumstances. Any defects in **demicon's** owed services will be remedied promptly after the customer's defect description. If **demicon** is unable to remedy a defect within a reasonable time, the customer may demand a proportionate reduction of remuneration. This does not apply if the defect is based on circumstances for which the customer is responsible, in particular failure to fulfil cooperation obligations. In case of repeated material defects, the customer may terminate the agreement without notice. Any further rights remain unaffected.

§7. Special Part: Software Development Services

7.1. Subject Matter of the Contract

7.1.1. Within the scope of software development services, the subject matter of the agreement is the development of the software described in the respective individual agreement and, if applicable, specified during performance (the “Contract Software”), including application documentation (together the “Development Result”) by **demicon**, the handover of the Development Result to the customer, and the granting of non-exclusive rights of use, unlimited in time and territory, to the Development Result for the customer’s own business purposes.

7.1.2. Services not expressly agreed are not part of the subject matter. In particular, **demicon** is not obliged to hand over the source code of the Contract Software or to install, set up, maintain or further develop the Contract Software.

7.2. Cooperation Obligations of the Customer

7.2.1. The customer shall appropriately support the successful creation of the Development Result in each phase by active cooperation and by fulfilling the responsibilities assigned to it.

7.2.2. In particular, the customer shall provide **demicon** in due time with the information and data from the customer’s sphere necessary for proper creation of the Development Result and, where required, grant **demicon** employees reasonable access to its business premises during business hours.

7.3. Escalation Process

7.3.1. If disputes or differences of opinion arise out of or in connection with the software development agreement, the parties shall first endeavour to resolve them informally in accordance with the principle of good faith.

7.3.2. If the parties fail to resolve such disputes or differences of opinion within a reasonable time (each an “Escalation Matter”), either party may initiate the escalation process described in the individual agreement.

7.3.3. The escalation process is initiated by notifying the other party of the Escalation Matter, with reference to initiation of the escalation process, in text form.

7.3.4. Initiation of the escalation process is neither a prerequisite for initiating court proceedings nor does it exclude court proceedings.

7.4. Rights of Use

7.4.1. The customer receives the non-exclusive, non-transferable, worldwide right, unlimited in time, to use the Development Result for the customer’s own business purposes.

7.4.2. The non-exclusive right covers the object code of the Development Result as well as user documentation. The customer may, insofar as required for the contract purpose, have its rights in the Development Result exercised by third parties for itself (e.g. hosting providers).

7.4.3. Prior to acceptance of the Development Result, the customer is permitted to use the Development Result for purposes of acceptance testing.

§8. Special Part: Software Maintenance Services

The following conditions apply insofar as **demicon** provides software maintenance services.

8.1. Subject Matter of the Contract

8.1.1. Within the scope of software maintenance, the subject matter of the agreement is provision of maintenance services for software provided to the customer pursuant to these GTC, **demicon's** product descriptions and any individual contractual arrangements agreed.

8.1.2. Unless otherwise agreed, **demicon** provides the following maintenance services:

- **demicon** offers the customer new program versions (e.g. updates) of the contractual software released during the term;
- during **demicon's** official business hours, **demicon** provides technical support for fault and error remediation and/or workarounds.

8.1.3. Software maintenance is provided according to the state of the art and aligned with the interests of the community of software users. Services are provided only with respect to the most recent and the immediately previous software version delivered by **demicon**.

8.1.4. **demicon** may deliver new software as permitted for the initial delivery under the software purchase agreement or by making the new version electronically available to the customer. In the event of a change in the state of the art, **demicon** reserves the right to change the delivery method.

8.2. Definitions

Software means all components acquired by the customer under a separate agreement for sale and use of software products.

Major Release means a software version determined by the version number before the letter (e.g. in release 2022 R 2, the Major Release is "2022").

Minor Release means a software version determined by the version number after the letter (e.g. in release 2022 R 2, the Minor Release is "2").

Incident means a problem occurring in connection with the use of the software that cannot be further broken down into sub-problems.

Request means any Incident recorded as a support ticket in the demicon service portal. A phone call may result in multiple calls being recorded.

Final Notice means notification to the customer of a proposed solution for an Incident or notification that an Incident cannot be solved.

Response Time means the period between receipt of a support ticket from the customer and an initial response by a dedicated support employee. The status is displayed transparently and traceably in the service portal.

Resolution Time means the time between registration of the Incident/support ticket and demicon's Final Notice.

Service Hours are the times during which Requests are accepted and processed by demicon. Unless expressly agreed otherwise, Service Hours are on working days between 8:00 and 18:00 (CET).

8.3. Maintenance Services in Detail

8.3.1. In addition to the usual warranty regarding the software acquired by the customer, **demicon** supports the customer in using the software in the current and previous Major Release by support services.

8.3.2. The specific scope of support and maintenance services as well as the applicable service levels (e.g. response times, availability) result from **demicon's** separate service description (and/or "Service Level Agreement" / SLA) enclosed with the respective agreement or offer or expressly referenced therein.

8.3.3. Further support and maintenance services, in particular on-site service at the customer, are not covered and require a separate express agreement. This applies in particular to Incidents not connected with the use of the software or caused by third-party modules.

8.3.4. **demicon's** Response Time should generally be two working days and the Resolution Time should generally be five working days. This does not constitute a guarantee, nor is success promised regarding the resolution of an Incident.

8.3.5. **demicon** may communicate Incidents in German or English.

8.3.6. **demicon** is entitled to change the employee responsible for processing an Incident at any time.

8.3.7. Software Updates: during the term, **demicon** provides the customer with all Minor Releases and Major Releases of the paid-acquired software free of charge via download. demicon is not obliged to publish Minor or Major Releases in specific cycles. Determination whether a release change is a Major or Minor Release lies with **demicon**.

8.4. Ancillary Obligations and Other Cooperation Obligations of the Customer

8.4.1. **demicon** is released from the obligation to provide maintenance services to the customer—without affecting the obligation to pay the agreed remuneration—if the customer refrains from installing the current or previous version and the delivered solutions, unless the delivered versions/solutions are defective. The customer is responsible for installing software updates.

8.4.2. Excluded from maintenance services are repairs or increased maintenance effort required due to non-contractual use, use in an environment other than agreed, improper operation, third-party interference, force majeure or similar circumstances; work on the software that the customer has modified contrary to contract or that was maintained by parties other than **demicon** without **demicon's** prior express consent.

8.4.3. The customer shall notify **demicon** without undue delay if the software does not work properly. The customer must describe the circumstances and effects specifically and in writing.

8.4.4. The customer shall take reasonable measures for data backup to ensure that data in machine-readable form can be reproduced with reasonable effort.

8.4.5. If required, the customer should provide a remote access option for **demicon**. Otherwise, it cannot be ensured that an Incident can be processed remotely.

8.4.6. **demicon** may require that, in defect notifications, the customer observes and documents symptoms, the program as well as system and hardware environment in detail and reports (using forms provided by **demicon**) information useful for remediation, such as number of affected users, description of system and hardware environment and any simultaneously loaded third-party software. **demicon** may also require that malfunctions are provided in reproducible form on a suitable data carrier.

8.4.7. **demicon** may require that the customer provides proof of training in the use of the maintained software and/or that responsible employees of the customer have completed such trainings.

8.5. Remuneration

8.5.1. The amount of remuneration and the billing mode (e.g. monthly or annual payments) are based on the agreements between the parties in the individual case, pursuant to the contractual offer contained in the order and **demicon's** order confirmation.

8.6. Rights

8.6.1. The customer has the rights to the software provided within the scope of maintenance as stated in the software purchase agreement. However, the customer may only use one version productively at any time.

8.6.2. With the new version, the customer may conduct tests and trainings prior to productive use. Earlier versions may be retained after the end of productive use for documentation and emergencies. **demicon** grants the rights necessary for this.

8.7. Termination

8.7.1. The maintenance agreement may be concluded for a term of 1, 3 or 5 years from conclusion. If the maintenance agreement is not terminated by either party with three (3) months' notice to the end of the agreed term, it is extended by a further 12 months. Extraordinary termination remains unaffected.

8.7.2. Termination requires written form.

8.8. Warranty

8.8.1. **demicon** warrants that the services provided under maintenance are free from defects that eliminate or reduce their value and suitability compared to the agreed scope. Minor deviations within the reasonable range remain disregarded. Any warranty claims arising from the acquisition of the software underlying the maintenance remain unaffected.

8.8.2. If defects occur with contractual use, the customer shall give **demicon** the opportunity to remedy them within a reasonable period. The customer shall notify **demicon** of defects without undue delay in a comprehensible manner and state information useful for remediation. The customer shall support **demicon** in defect remediation to a reasonable extent. **demicon** provides no warranty for defects that cannot be reproduced by **demicon**.

8.8.3. If, despite repeated efforts, **demicon** fails to remedy a defect or to provide a workaround enabling use according to the product description, the customer is entitled, pursuant to statutory provisions, to demand a reduction of remuneration or to withdraw from the agreement.

§9. Special Part: Hosting

9.1. Subject Matter of the Contract

9.1.1. If the customer engages **demicon** with hosting services, the subject matter of the agreement is provision of services to make content accessible via the Internet pursuant to these GTC, **demicon's** product descriptions and any individual contractual arrangements agreed. For this purpose, **demicon** provides system resources on a server. The underlying infrastructure and system resources are provided by using services of specialised third-party providers, in particular Amazon Web Services by Amazon Web Services EMEA SARL, 38 Avenue John F. Kennedy, L-1855 Luxembourg ("AWS").

9.1.2. The customer's content is made available on the server for retrieval via the Internet. **demicon's** services in data transmission are limited solely to data communication

between the handover point of **demicon's** own data communication network to the Internet and the server provided to the customer. **demicon** cannot influence data traffic outside the provided communication network. Successful forwarding of information from or to the requesting computer is therefore not owed to that extent.

9.2. Adaptation of Hardware and Software

9.2.1. **demicon** is entitled to adapt the hardware and software used to provide the services to the current state of the art. If such an adaptation results in additional requirements for the customer's content stored on the server in order to ensure performance by **demicon**, **demicon** will notify the customer of these additional requirements with an appropriate lead time. The customer shall decide without undue delay after receipt whether the additional requirements are to be met. If the customer does not declare no later than two (2) weeks before the changeover date that it will adapt its content in due time for the changeover—i.e. at the latest seven (7) working days before the changeover date—to the additional requirements, **demicon** is entitled to terminate the contractual relationship with effect as of the changeover date.

9.3. Cooperation Obligations of the Customer

9.3.1. The customer undertakes not to store unlawful content on the provided storage space that infringes laws, official requirements or third-party rights. The customer shall also ensure that programs, scripts or similar installed by it do not endanger operation of the server or the communication network of **demicon** or the security and integrity of other data stored on **demicon's** servers. The customer shall indemnify **demicon** against any claims asserted by third parties, including costs caused by such claims. In case of a breach, **demicon** is entitled to temporarily discontinue connecting such content to the Internet. **demicon** will inform the customer of this measure without undue delay.

9.3.2. If programs installed by the customer endanger operation of the server, **demicon** may deactivate them. **demicon** will inform the customer thereof without undue delay.

9.3.3. For access, the customer receives a user ID and a changeable password. The customer must change the password at reasonable intervals.

9.3.4. The customer grants **demicon** the right to reproduce the content for the purpose of performance and data backup.

9.4. Term and Termination

9.4.1. The term results from the individual agreements.

9.5. Provider Switching and Data Portability

9.5.1. **demicon** supports the customer when switching to a third-party provider or repatriating data to the customer's own infrastructure. The customer's right to initiate a provider switch pursuant to the EU Data Act does not affect the agreed term and the related payment obligations.

9.5.2. **demicon's** support services are provided in accordance with the following provisions and additionally in accordance with the AWS Data Act Addendum (https://d1.awsstatic.com/onedam/marketing-channels/website/aws/en_US/legal/approved/eu-data-act-addendum.pdf).

9.5.3. If the customer intends to initiate a switching process, it must notify **demicon** at least two (2) months prior to the planned start. The customer shall provide all information required to initiate the process.

9.5.4. Initiating a switching process does not constitute grounds for early or extraordinary termination. The agreed minimum term and the obligation to pay remuneration remain unaffected. If the customer continues to use the infrastructure beyond the regular contract end to carry out the switch, such services will be billed pro rata based on the current contractual conditions.

9.5.5. The transition period during which the data transfer takes place is thirty (30) calendar days. If a switch is not technically feasible within this period, **demicon** will inform the customer and extend the period—based on AWS technical requirements—to an appropriate period, but no more than seven (7) months.

9.5.6. The customer may request a one-time extension of the transition period in writing. During the period, **demicon** will maintain the contractual services to ensure business continuity provided the customer complies with its contractual obligations.

9.5.7. The right to data portability covers the content provided by the customer as well as data that is strictly necessary to port the customer content to a target infrastructure.

9.5.8. Data and information expressly excluded from the portability claim are those protected as trade secrets of **demicon** or AWS, or those specific to the internal functioning of the infrastructure or the managed services provided by **demicon** (e.g. proprietary configuration scripts, automations, management dashboards).

9.5.9. The technical execution of the data export (identification, extraction and transfer) is the customer's responsibility.

9.5.10. **demicon** shall provide access to AWS standard interfaces and export tools for this purpose.

9.5.11. **demicon** does not warrant functional equivalence (complete functional identity) of the services in the target infrastructure, as this depends on the target provider's architecture.

9.5.12. After completion of the transfer, the customer shall confirm completion to **demicon** in writing. The customer is obliged to delete all remaining data on demicon/AWS systems within thirty (30) days after completion of the switch or instruct deletion. If the customer fails to do so, **demicon** is entitled to delete the data at the customer's expense.

9.5.13. Fees for provider switching are charged only in accordance with statutory provisions. Until 12 January 2027, the customer will be charged the actually incurred costs (e.g. data transfer fees of the infrastructure provider and personnel expenses for technical provision). This does not affect remuneration claims for services expressly commissioned by the customer that go beyond the statutory support obligation (e.g. active migration assistance, consulting, manual data preparation), which are billed at **demicon's** then-current hourly rates.