General Terms and Conditions of the ISD Software und Systeme GmbH

1. General provisions

1.1. Scope of application of these General Terms and Conditions

1.1.1. We conclude contracts with entrepreneurs, legal entities under public law and special funds under public law for deliveries and services to be provided by us only in accordance with these General Terms and Conditions in their currently valid version. These General Terms and Conditions shall not apply to consumers.

1.1.2. These General Terms and Conditions also apply to all future contracts in the current business relationship with the customer. The customer can download these General Terms and Conditions at any time on the homepage of the ISD at www.isdgroup.com. On request we will also send them to the customer free of charge.

1.1.3. Any terms and conditions of business or purchase of the customer are hereby rejected. Any unilateral terms and conditions of purchase or other terms and conditions of business of the customer ("Terms and Conditions of Purchase") which conflict with or deviate from these General Terms and Conditions shall not apply, even if the customer refers to his/her Terms and Conditions of Purchase before or at the time of conclusion of the contract and we do not expressly object to them again or render or accept services without reservation.

1.2. Composition of these General Terms and Conditions and scope of application of their individual parts

1.2.1. The general regulations (Clause 1) of these General Terms and Conditions govern general principles which - insofar as these General Terms and Conditions are applicable pursuant to Clause **Fehler! V erweisquelle konnte nicht gefunden werden.** - apply to all contracts concluded by us.

1.2.2. The special regulations for the permanent provision of standard software and/or hardware (Clause 2) of these General Terms and Conditions provide regulations for the purchase of ISD standard software or hardware. They only apply to the contracts concluded by us for the permanent, remunerated provision of standard software and/or hardware (purchase licenses) to the customer.

1.2.3. The special regulations for the temporary provision of standard software (Clause 3) of these General Terms and Conditions provide regulations for the temporary acquisition of standard software. They only apply to the contracts concluded by us for the temporary provision of standard software against payment (rental licenses).

1.2.4. The special regulations for maintenance services (Clause 4) of these General Terms and Conditions provide regulations for maintenance services against payment. They shall only apply to maintenance contracts concluded by us against payment.

1.2.5. The special regulations for consulting services (including training) (Clause 5) of these General Terms and Conditions provide regulations for consulting services. They only apply to contracts concluded by us for consulting services (including training services) against payment.

1.3. Contract conclusion

1.3.1. If the order placement by the customer has been preceded by our offer, the contract is concluded upon receipt of the order placement. If the customer submits an offer to us or if his/her order placement deviates from our offer, the contract shall only come into effect upon receipt of our order confirmation. At the customer's request, our order confirmation shall be in writing.

1.3.2. If our offer for the conclusion of a contract is "subject to confirmation", we may freely revoke it until receipt of the order placement.

1.3.3. If no order confirmation is issued by us in response to an offer made by the customer, the contract shall come into effect upon execution of our delivery or other service or, if it is temporally preceded, upon receipt of our invoice.

1.3.4. The customer is bound to his/her offer for 4 weeks from receipt by us.

1.4. Dates, Deadlines

1.4.1. Fixed dates for our deliveries or services require our written confirmation.

1.4.2. Unavoidable, unforeseeable extraordinary events such as sovereign measures, traffic disruptions, machine damage or labor disputes release us from the obligation to perform for as long as they continue, insofar as we are not responsible for the disruption. If such a disturbance is permanent, we shall be released from our obligation to perform as a whole. In this case, any advance payments made by the customer shall be reimbursed by us.

1.4.3. If we are unable to provide deliveries or services because we are not supplied by our own suppliers or are supplied in insufficient quantities or with defects, although we have concluded congruent hedging transactions, we shall be released from our obligation to perform and may withdraw from the respective contract concerned, unless we have culpably caused the non-supply. We will inform the customer of this. We shall reimburse the customer for any consideration already provided. In such a case the customer shall not be entitled to any further claims.

1.5. Prices, Payments

1.5.1. Unless otherwise agreed in writing, our prices are subject to the respective applicable statutory VAT. Discounts, rebates or bonuses shall only be granted by separate written agreement.

1.5.2. Payment and discount periods granted by us shall begin with the date of invoice. The timeliness of payment shall be determined by the corresponding credit entry on our business account.

1.5.3. Payments are to be made in EURO free of deductions, expenses and costs, to a banking institution indicated by us. Agreed cash discounts are only permitted if the customer is not in default with any other claim arising from our business relationship.

1.5.4. In commercial business transactions, we initially charge interest on arrears at a rate of 5 percent p.a. from the due date; from the time of default, interest on arrears at a rate of 9 percent p.a. above the respective base rate. The assertion of further damages caused by default remains unaffected.

1.5.5. Granted payment periods shall not apply if we become aware of a significant deterioration in the customer's financial situation or if our customer provides incorrect or incomplete information or, despite being requested to do so, does not provide information about his creditworthiness. Furthermore, we can assert our security rights and make outstanding deliveries or services dependent on the provision of appropriate security or payment concurrently with delivery or service. If the customer refuses to do so, we may, insofar as we have not yet performed our service, withdraw from the contract without the customer being able to derive any rights from this.

1.5.6. We reserve the right to use payments to settle the oldest invoice items due, including interest and costs incurred, in the following order: costs, interest, principal claim.

1.6. Liability

1.6.1. Claims for damages by the customer, regardless of the legal basis, as well as claims for compensation for futile expenditure are excluded, unless the cause of the damage is based either on an intentional or grossly negligent breach of duty or on an at least negligent breach of a contractual obligation, the fulfilment of which characterizes the contract and on which the customer may rely (essential contractual obligation); in the latter case, the amount of liability is limited to the damage foreseeable and typical for the contract at the time of conclusion of the contract.

1.6.2. The above limitation of liability according to Clause 1.6.1 also applies to the personal liability of our legal representatives and vicarious agents.

1.6.3. The limitations of liability according to Clause 1.6.1 and 1.6.2 do not apply to damages resulting from injury to life, body, health or freedom, in the case of liability according to the Product Liability Act or insofar as we have exceptionally assumed a guarantee. In these cases the statutory provisions shall apply.

1.6.4. The customer is responsible for a regular backup of his data. In the event of a loss of data for which we are responsible, our liability is therefore - without prejudice to the above limitations of liability under Clauses 1.6.1 to 1.6.3 - limited to the amount of the damage that would have occurred if the customer had backed up the data properly, at least daily.

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1.7. Confidentiality, Data protection

1.7.1. "Confidential information" shall mean all information about us (e.g. data, documents, drawings, samples and know-how), which we have made available to the customer within the scope of the contract concluded with us and/or the negotiations for this contract and which are marked as confidential or which by their nature are recognizably confidential, as well as all business secrets within the meaning of § 1 No. 1 GeschGehG (German Law for the Protection of Trade Secrets), even if we have not taken "reasonable measures" to protect the information within the meaning of § 2 No. 1 b) GeschGehG. Whether and on which carrier medium the confidential information is embodied is irrelevant; in particular, oral information is also included.

1.7.2. The customer is obliged to treat the confidential information as strictly confidential and not to pass it on or make it accessible to third parties without our written consent. Furthermore, the customer shall only disclose the confidential information to those of its employees who need to know it for the execution of the contract and shall oblige these employees to maintain secrecy to the extent permitted by labor law, also for the period after their departure. Disclosure to consultants is only permitted if they are legally obliged to maintain secrecy under professional law or have previously also been obliged to maintain secrecy in accordance with this confidentiality obligation.

1.7.3. The customer shall take reasonable precautions to protect the confidential information, in particular with regard to the use of appropriate data security technology.

1.7.4. The confidentiality obligation comes into force upon conclusion of the contract and ends five years after termination of the business relationship.

1.7.5. Like the customer, we are obliged to collect and process the data collected in connection with the conclusion and execution of the contract only in accordance with the legal requirements.

1.7.6. For further details we refer to our privacy policy, which the customer can download from our website www.isdgroup.com.

1.8. Offsetting, Rights of retention

1.8.1. The customer may only offset against our claims if his counterclaim is undisputed, has been recognized by us or has been declared final and absolute by a court of law or is ready for a decision or his claim originates from the same contractual relationship from which we derive our claim.

1.8.2. The same applies to the assertion of a right to refuse performance or right of retention.

1.9. Place of performance, Choice of law, Place of jurisdiction

1.9.1. Place of performance for all mutual contractual obligations is Dortmund (Germany).

1.9.2. German law applies to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

1.9.3. Place of jurisdiction is Dortmund (Germany) or - at our discretion - the customer's place of business.

1.10. Contractual annexes, Written form, Severability clause

1.10.1. All annexes mentioned in the contract or these General Terms and Conditions are essential parts of the contract.

1.10.2. Amendments and supplements to the contract or these General Terms and Conditions must be made in writing. This also applies to the amendment or cancellation of this clause and any deviation from it.

1.10.3. Should individual provisions of the contract or these General Terms and Conditions be invalid, this shall not affect the validity of the remaining provisions. The parties to the contract shall endeavor to find a valid provision in place of the invalid provision which comes as close as possible to the economic meaning of the invalid provision.

2. Special regulations for the permanent provision of standard software and/or hardware (purchase licenses)

2.1. Subject of contract

2.1.1. Upon conclusion of the contract, we undertake to permanently transfer the standard software in object code which is the subject of the contract, including the associated user documentation in digital form ("contractual software"), granting the rights of use described in Clause 2.3, and to transfer the ownership of the hardware components which are the subject of the contract ("contractual hardware") to the customer. The contractual software can also be transferred by us providing the customer with the possibility of online access. The customer undertakes to pay the agreed price to us.

2.1.2. The quality and functionality of the contractual software and contractual hardware owed by us shall be finally determined by our offer. In addition, the customer can access an online help which describes the contractual software in detail. ISD will send this free of charge on request. ISD will neither check the specific purpose of the contractual software and hardware intended by the customer nor their compatibility with the customer's existing hardware and software systems. The information contained in the product description is a quality agreement and not a guarantee. A guarantee will only be granted in exceptional cases if it has been expressly designated as such by ISD.

2.1.3. Installation and configuration services or other individual adaptation services as well as training, maintenance and care services or other services are only subject of the contract if this is expressly agreed in writing.

2.2. Delivery

2.2.1. The delivery of the contractual software and the contractual hardware shall normally take place within 7 working days after conclusion of the contract ("delivery period").

2.2.2. The delivery of the contractual software is effected by way of making the contractual software available for download to the customer by ISD on its website in accordance with the following provisions. Only in exceptional cases and following separate agreement between the parties will ISD provide the customer with a copy of the contractual software on DVD.

2.2.3. ISD enables the customer to access the protected area of its website for the download of the contractual software and will provide the customer with an initially provisional license key within the delivery period. This provisional license key enables the customer to use the contractual software in accordance with the contract until the end of the third month after the first issue of the provisional license key. If payment terms are agreed, the provisional license key for use is issued or successively extended until the agreed date for receipt of the final payment. After full payment of the purchase price by the customer, ISD will provide the customer with a final license key within 2 weeks, which will then enable the customer to use the contractual software permanently in accordance with the contract.

2.2.4. The delivery of the contractual hardware takes place packaged and "free domicile" in the sense of a sale to destination (§ 447 BGB (German Civil Code)).

2.3. Rights of use

2.3.1. The contractual software is protected by copyright. The rights to use the contractual software granted to the customer of ISD are listed conclusively below. He/she is not entitled to any further rights of use or other exploitation rights to the contractual software.

2.3.2. Subject to full payment of the purchase price, the customer shall receive a non-exclusive, unlimited right to use the contractual software, but only for use within the European Union. This right to use the contractual software includes its installation and its intended use by the customer.

2.3.3. The contractual software may only be used simultaneously, even in a network, by a maximum number of natural persons corresponding to

the number of licenses acquired by the customer. The number of licenses as well as the type and scope of use are otherwise determined by the license certificate.

2.3.4. The customer is entitled to make one backup copy if this is necessary to ensure future use in accordance with the contract. The customer shall visibly affix the note "Backup copy" and a copyright note of the manufacturer to the backup copy created.

2.3.5. Other rights to which the customer is entitled under § 69d (2) and (3) and § 69e UrhG (German Copyright Act) shall also remain unaffected.

2.3.6. The customer is entitled to permanently transfer the purchased copy of the contractual software to a third party by handing over the license certificate, the final license key, and the documentation. In this case, they must completely cease using the contractual software, remove all installed copies of the contractual software from their computers, and delete or hand over to the ISD all copies stored on other data carriers. At the ISD's request, the customer shall confirm in writing to the ISD that the aforementioned measures have been carried out in full. Furthermore, the customer shall expressly agree with the third party to observe the scope of the rights granted in accordance with this Clause 2.3, in particular with regard to the territorial restriction of the rights of use. The customer shall provide the ISD with the name and full address of the third party in writing. The ISD shall not be obliged to cooperate in any way in the event of the transfer of the contractual software to a third party. The Maintenance Contract shall remain unaffected by any transfer to a third party. Any assignment of the rights and obligations under the Maintenance Contract is excluded. The agreed notice periods in accordance with Clause 4.6.2 shall apply.

2.3.7. Under no circumstances shall the customer have the right to rent out or otherwise sublicense the acquired contractual software, to publicly reproduce or make it available to the public by wire or wireless means or to make it available to third parties in any other way than provided for in Clause 2.3.6, whether for payment or free of charge, e.g. by way of “Application Service Providing” or as "Software as a Service".

2.3.8. Copyright notices, serial numbers and other features serving to identify the program may not be removed or changed from the contractual software.

2.3.9. ISD monitors the non-exceedance of the customer's rights of use by means of a summary counter or license manager.

2.3.10. For each and every culpable breach of its obligations under this Clause 2.3, ISD is entitled to demand from the customer the payment of a lump sum compensation to be determined by ISD at its reasonable discretion, which corresponds to the damage to be expected in the normal course of events. This lump-sum compensation shall amount to at least 20,000.00 EURO, unless the customer can prove that ISD has suffered no or only minor damage as a result of the violation. The principles of continuation are excluded. The assertion of the lump sum compensation by ISD does not exclude the assertion of a claim by ISD for omission as well as any further damage. The lump-sum damages shall be set off against any further claim for damages by ISD.

2.3.11. The provisional right to use the contractual software granted to the customer with the sending of the provisional license key is limited in time until the end of the third month after the first issue of the provisional license key and expires automatically thereafter. In the case of the agreement of terms of payment, the provisional license key is limited in time until the agreed date for the receipt of the final payment or is successively extended. In all other respects, all provisions under this Clause 2.3 for the provisional right to use the contractual software shall apply accordingly.

2.4. Warranty, Liability

2.4.1. Our warranty obligations for material defects and defects of title of the contractual software and the contractual hardware ("delivery item") are based on the statutory provisions, unless otherwise specified below.

2.4.2. The customer must inspect the delivery item immediately after its delivery for visible defects and notify ISD of these defects immediately in writing, otherwise a warranty for these defects is excluded. The same applies if a defect becomes apparent later. § 377 HGB (German Commercial Code) applies.

2.4.3. The choice of the type of supplementary performance (rectification of defects or subsequent delivery) is at our discretion. In the event of defects of title, we shall, at our own discretion, either provide the customer with a legally unobjectionable opportunity to use the delivery item or modify it in such a way that it no longer infringes the rights of third parties.

2.4.4. The warranty period is 12 months. It begins with the delivery of the delivery item.

2.4.5. Defects resulting from the fact that the delivery item is used in a hardware or software environment that is not compatible with its contractual requirements are not defects.

2.4.6. Even in the event of a warranty claim, the customer shall only have a claim for damages or reimbursement of futile expenses under the conditions and restrictions agreed in Clause **Fehler! Verweisquelle konnte nicht gefunden werden.**.

2.4.7. For contractual software the following applies additionally:

2.4.7.1. We do not guarantee the correctness of external data, such as construction data of parts, which are provided to us by the respective manufacturer and made accessible to the customer with the delivery item. It is the responsibility of the customer to check the correctness and up-to-dateness of such data him-/herself.

2.4.7.2. Subsequent performance can be carried out at our discretion by making an update with an automatic installation routine available to the customer for download on our homepage and by offering the customer telephone support to solve any installation problems that may arise.

2.4.7.3. Within the scope of subsequent performance, we can demand that the customer adopts a newer version of the contractual software, unless this leads to unreasonable impairment of the customer.

2.4.7.4. If a maintenance contract has been concluded with the customer, the deadline for eliminating defects is based on the agreed response or completion times.

2.4.7.5. Warranty claims of the customer expire if changes have been made to the purchased software by the customer or third parties, which ISD has not expressly agreed to in writing in advance, unless the customer proves that these changes are not connected with the defect that has occurred and do not involve increased expenditure in the maintenance service. This does not imply that the customer is authorized to modify the software.

2.5. Reservation of title

2.5.1. We reserve the title to the goods to be transferred to the customer under the contract concluded ("reserved goods") until all our claims against the customer have been settled in full ("secured claims"). Secured claims are all present and future claims arising from the business relationship with the customer, including any balance claims from current account.

2.5.2. The customer is entitled to dispose of the reserved goods in the ordinary course of business as long as he/she is not in default of payment. This does not apply if and insofar as a prohibition of assignment has been agreed between the customer and his buyers with regard to the customer's purchase price claim or work compensation claim.

2.5.3. If the customer sells the reserved goods, he/she hereby assigns to us in advance his claims against his customers or third parties arising from the resale in the amount of the secured claims by way of security. We accept the assignment. If the reserved goods are sold together with other goods at a total price, the assignment is limited to the proportionate amount of the customer's invoice for the reserved goods sold together with the goods.

2.5.4. The customer may collect the claims assigned to us in his own name and on his own account on our behalf unless we revoke this authorization. Our right to collect the assigned claims ourselves remains unaffected by this.

2.5.5. We undertake to release the securities to which we are entitled in accordance with the above provisions at the customer's request insofar as the value realizable from the securities exceeds 110% or the estimated value of the reserved goods exceeds 150% of the claims to be secured. The selection of the reserved goods to be released is incumbent on us.

2.6. Safeguard measures, Right to audit

2.6.1. The customer shall take suitable measures to protect the contractual software and, if applicable, the license key for online access from access by unauthorized third parties. In particular, all copies of the contractual software and the license key must be kept in a protected place.

2.6.2. Upon request, the customer shall enable us to verify the proper use of the contractual software, in particular to check whether the customer uses the contractual software qualitatively and quantitatively within the scope of the licenses acquired by him. For this purpose, the customer shall provide ISD with information, allow it to inspect relevant documents and records and enable it to check the hardware and software environment used.

2.6.3. We may carry out the inspection on the customer's premises during the customer's regular business hours or have it carried out by third parties who are obliged to maintain secrecy. ISD will ensure that the business operations of the customer are disturbed as little as possible by its activities on site.

3. Special regulations for the temporary provision of standard software (rental licenses)

3.1. The special regulations for the permanent provision of standard software and/or hardware (Clause 2) shall apply accordingly to the temporary provision of standard software, but subject to the following regulations.

3.2. The granting of rights of use (Clause 2.3) is limited to the duration of the contract.

3.3. The customer is not entitled to transfer the contractual software or a backup copy of the contractual software, if any, to third parties. In particular, he/she is not permitted to sell the contractual software.

3.4. A strict liability of ISD for initial defects of the rental item in accordance with § 536a para. 1 BGB is excluded.

4. Special regulations for maintenance services

4.1. Subject of contract

4.1.1. The subject of the maintenance contract is the maintenance of the contractual software by ISD. We provide the following services within the scope of the maintenance:

4.1.1.1. The elimination of errors in the contractual software (limited to the most current version of the contractual software and the version preceding it ("release cycle"); older versions must first be updated by the customer),

4.1.1.2. the further development of the contractual software (limited to the current version) and

4.1.1.3. The provision of a hotline (hotline support is also limited to the current version of the contractual software).

4.2. Error correction

4.2.1. The aim of the error correction is to establish or maintain the operability of the contractual software. An error is accordingly deemed to exist if the contractual software does not have the aforementioned functionality in the system environment contractually intended for it and when used as intended, and if this has more than an insignificant effect.

4.2.2. We shall correct any errors in the contractual software notified by the customer within a reasonable period of time in accordance with the following provisions. A reasonable period of time is the period within which ISD, taking into account our order situation and the availability of suitable employees, can analyze and eliminate the reported errors without culpable hesitation.

4.2.3. We provide our services for error correction within the scope of the care customary in the industry. We do not guarantee the elimination of errors at all or within a certain time. There is also no obligation to ensure a certain availability of the software.

4.2.4. Errors are to be reported by telephone to our hotline or via the ticket system set up by us, as are other enquiries by the customer, stating the priority he/she considers to be given.

4.2.5. We can eliminate occurring errors at our own discretion by the following measures:

4.2.5.1. Provision of software on data carriers or online, to be installed by the customer himself. This regularly includes the provision of software components ("patches"), but may also include the provision of the complete software, which requires a new installation;

4.2.5.2. Error correction via remote access to the customer's systems, by which the software itself can be modified or the settings can be changed;

4.2.5.3. Suggestion to the customer to circumvent or correct the errors;

4.2.6. A breach of our obligations under the maintenance contract due to failure to comply with the response time is determined, irrespective of the customer's assessment, by the objectively given priority of the fault.

4.3. Technical advancements

4.3.1. We are constantly striving to further develop the contractual software. This further development can lead to an extension and/or modification of the software with the consequence that new functionalities are available, existing functionalities are optimized with regard to their operation and/or user guidance, or the data management is adapted to the state of the art.

4.3.2. Depending on the scope of the further development of the contractual software, we shall make it available to the customer in part without further payment obligations. More extensive further developments, in particular those with which we make new modules of the contractual software available, are subject to payment. There is no claim to a specific further development.

4.4. Hotline

4.4.1. We shall support the customer by telephone and by remote maintenance ("remote access") in the use of the contractual software and in the event of errors in the contractual software.

4.4.2. Our hotline can be reached during the normal business hours of the ISD (Monday to Thursday between 8.00 a.m. and 5.00 p.m. and on Fridays between 8.00 a.m. and 3.00 p.m. except on public holidays in North Rhine-Westphalia, Germany and in the period from December 24th to December 31st inclusive) at the numbers published on our homepage.

4.5. Services not owed

4.5.1. Unless otherwise agreed in writing in individual cases, there is no claim to the following services according to the maintenance contract:

4.5.1.1. adaptation of the contractual software to versions used by other users (e.g. by adding new or different modules of the contractual software) or individual adaptation of the contractual software to the needs of the customer,

4.5.1.2. advice in connection with the installation of the contractual software and updates,

4.5.1.3. instruction and training of the users of the contractual software,

4.5.1.4. Advice at the customer's premises or outside the business hours of the hotline mentioned in Clause **Fehler! Verweisquelle konnte nicht g efunden werden.**,

4.5.1.5. Adaptation of the software to a changed hardware or software environment, including adaptation to changed operating systems,

4.5.1.6. Elimination of errors from the customer's area of risk, in particular errors caused by improper operation or modification of the contractual software, by contamination of software components with computer viruses, use of unsuitable data carriers, abnormal operating conditions not in accordance with the contract, defective hardware, failure of the power supply or data-carrying lines, errors due to lack of information security, unsuitable environmental conditions at the place of software operation and force majeure,

4.5.1.7. Correction of errors resulting from adaptations of the contractual software or parts thereof by the customer or at his instigation by third parties,

4.5.1.8. Maintenance of customer-specific solutions such as macros, variants, special interfaces or automations that are not part of the standard ISD modules. This also applies if they have been created with standard software tools of the ISD.

4.5.2. This list is not exhaustive. It cannot be concluded from the lack of a list of services that these services are subject to our contractual obligations. Services that are not the subject of the maintenance contract are to be paid for separately in accordance with ISD's price list valid at the time. The rights of the customer based on the warranty owed by us under the contract remain unaffected.

4.5.3. The maintenance fee for the services owed by ISD is generally 22% p.a. of the applicable list price valid at the time of purchase. The maintenance fee in the respective order confirmations or information on software maintenance is binding. The respective applicable statutory VAT will be charged additionally. The maintenance fee is invoiced annually in advance and is due for payment 14 days after the invoice is issued. All modules purchased by the customer shall be included in the calculation of the maintenance fee. If the customer subsequently purchases additional software modules, the maintenance fee shall increase accordingly after delivery of the additional modules.

4.5.4. ISD is entitled to adjust the maintenance fees for all modules purchased by the customer by means of a unilateral declaration of increase as of 1 January of each year, but at the earliest after the expiry of the minimum term agreed upon at the conclusion of the contract, at its own discretion, taking into account in particular the general price increase, but not beyond the usual fee for new customers. Termination of the contract without notice by the customer due to price increases is excluded.

4.6. Duration of contract, Periods of notice

4.6.1. Maintenance begins with the delivery of the contractual software. The exact time is specified in the order confirmation.

4.6.2. The maintenance contract generally has a duration of 24 months after the first invoice for the maintenance fee. The duration of the contract from the order confirmation or the information on software maintenance is binding. The maintenance contract is automatically extended by 12 months unless one party terminates the contract with a notice period of 3 months to the end of the respective duration. The termination must be made by registered letter and must be received by the contractual partner at the latest on the 3rd working day of the first month of the notice period.

4.6.3. The maintenance contract is automatically extended to at least 24 months upon subsequent purchase of one or more software modules included in the maintenance contract. The actual duration of the extension shall be based on the minimum term agreed upon when the maintenance contract was concluded. This extension shall also take place independently of the subsequent purchase of software modules if the scope of the software modules to be maintained changes for other reasons.

4.6.4. The right of both parties to terminate the maintenance contract for good cause remains unaffected by this. ISD is entitled to such a right in particular if the customer is in arrears with a due payment over a period of at least three months.

4.7. Refusal of performance by ISD

4.7.1. If the customer is in arrears with the payment of the maintenance fee, ISD is entitled to suspend its maintenance services until the arrears have been completely settled without the need for further conditions for default. In addition, ISD is entitled to demand a default surcharge of 1% of the annual maintenance fee per month.

4.8. Obligations of the customer to cooperate

4.8.1. In order to promote targeted and effective processing, the customer shall appoint one or more central contact persons (administrators) who are able to precisely describe errors in the contractual software, implement our instructions and pass on information provided by us internally to the customer.

4.8.2. The customer must provide ISD with the computing time necessary for the maintenance service free of charge. Prior to each maintenance service, the customer must carry out an additional, prompt and complete data backup.

4.8.3. If necessary, other work with the data processing equipment must be stopped for the duration of the maintenance services.

4.8.4. Insofar as ISD provides maintenance services for the performance of which ISD must access the IT system of the customer by means of remote data transmission, the customer must enable the corresponding access to the contractual software via a communication network (e.g. Internet). The access by remote data transmission is carried out via a connection that is protected against unauthorized access by third parties.

4.9. Rights of use

4.9.1. If ISD makes software permanently available to the customer within the scope of maintenance, ISD grants the customer rights of use to the same extent as they were granted to him for the contractual software originally made available.

4.9.2. For software that can be run independently, the customer shall receive these rights subject to a condition subsequent to the time at which further software versions are made available. The rights to the previously provided version shall expire with the provision of any further executable software within the scope of maintenance. Until the installation of the provided software, the contractor tolerates the use of the previous version to the extent described in Clause 4.9.1.

4.9.3. The provisions of Clauses 4.9.1 and 4.9.2 also apply to services provided by ISD as part of subsequent performance or as a gesture of goodwill.

4.10. Defective services, Liability

4.10.1. If ISD performs a contractual service incorrectly, ISD is initially entitled and obliged to supplementary performance, i.e. to rectify the defective contractual service within a reasonable period of time.

4.10.2. If the customer claims damages or compensation for futile expenditure, ISD shall only be liable in accordance with Clause **Fehler! V erweisquelle konnte nicht gefunden werden.** of these General Terms and Conditions.

5. Special regulations for consulting services (including training)

5.1. Subject of contract

5.1.1. Upon placement of the consulting order, ISD undertakes to provide the contractual services to the customer. The customer undertakes to pay the agreed remuneration to ISD.

5.1.2. The scope of the order finally results from the order confirmation and the project description, insofar as the order confirmation refers to this.

5.1.3. The consulting order is a service contract within the meaning of § 611 BGB. Work contractual services are not the subject of the service contract. ISD does not owe any success with regard to the contractual services.

5.2. Provision of services, Deadlines, Default of acceptance

5.2.1. ISD provides the contractual services in accordance with the generally accepted rules of technology and with qualified personnel.

5.2.2. If the time of performance is not specified in the order confirmation, the contractual services contained in the order must be called up within 6 months of receipt of the order confirmation, provided that the contract is concluded through the order confirmation.

5.2.3. If the customer is in default of acceptance of the contractual services, ISD can demand the agreed remuneration for the contractual services not provided as a result of the default without being obliged to make subsequent performance. ISD will, however, have the value of that which ISD saves as a result of the failure to provide the contractual services ("saved expenses") or which ISD acquires or maliciously fails to acquire by otherwise using its services. ISD will charge such saved expenses with a flat rate deduction of 5% of the agreed net remuneration, unless the customer can prove to ISD that the saved expenses are higher.

5.2.4. The contact person of the customer for all questions concerning the contractual services is exclusively the project manager of ISD appointed by ISD. This also applies if employees of ISD provide services on the premises of the customer. The customer is not authorized to issue instructions to these employees.

5.2.5. The customer will adequately support ISD in the provision of the contractual services. In particular, he/she will provide the necessary specifications, information, documents and/or data completely and in good time. If necessary, the customer will provide ISD with the necessary technical infrastructure, access to its business operations and the necessary premises.

5.2.6. If the customer postpones a date at short notice, the following cancellation costs are incurred:

5.2.6.1. Cancellations up to 14 days before the date: 50%;

5.2.6.2. Cancellations up to 7 days before the date: 95 %.

5.3. Training

5.3.1. Training courses within the meaning of these General Terms and Conditions are operational support and user training courses for the customer or its employees which are carried out on the basis of a corresponding separate order.

5.3.2. Training is always based on the current version of the contractual software. Expenses incurred by the fact that the training is to take place on an older version of the contractual software shall be borne by the customer.

5.4. Rights of use

5.4.1. The work results (e.g. training material, documentation, installation or work instructions etc.) arising in the course of the provision of the contractual services are confidential and protected by copyright. The rights of use of these work results granted to the customer of ISD are listed conclusively below. He/she is not entitled to any rights of use or other rights of exploitation over and above these.

5.4.2. Subject to the condition precedent of full payment of the remuneration agreed for the contractual services, the customer shall receive a non-exclusive right, unlimited in time, to use the work results for his own purposes.

5.4.3. The customer is not entitled to pass on the work results to third parties against payment or free of charge or to make them publicly accessible.

5.4.4. Copyright notices, serial numbers and other features serving to identify the origin may not be removed or changed from the work results.

5.5. Remuneration

5.5.1. The remuneration to be paid by the customer is based on the time actually spent by ISD for the provision of the contractual services. This will be charged at the daily rate or half-day rate listed in the order confirmation according to man-days or half man-days. The daily rate is payable for each started man-day. ½ man-day is charged up to a working time of 4 hours, then a man-day is charged up to a working time of 8 hours.

5.5.2. If a certain number of man-days is specified in the order confirmation or project description, this corresponds to the preliminary internal estimate of ISD. This estimate of expenditure is not binding. It does not constitute a minimum price or a cost ceiling, nor is it a cost estimate in the sense of § 650 BGB.

5.5.3. Insofar as ISD must procure additional services for the provision of the contractual services, the customer shall bear the costs incurred for this - as stated in the order confirmation.

5.5.4. ISD will submit an interim invoice to the customer after reaching a man-day volume of approximately 20, or alternatively monthly, which is then due immediately and without deduction. As a rule, ISD will submit the final invoice within one month after project completion. This is then also due immediately and without deduction.

5.6. Defective services, Liability

5.6.1. If ISD performs a contractual service incorrectly, ISD is initially entitled and obliged to supplementary performance, i.e. to rectify the defective contractual service within a reasonable period of time.

5.6.2. If the customer claims damages or compensation for wasted expenditure, ISD shall only be liable in accordance with Clause 1.6 of these General Terms and Conditions.