

# GTC Operations<sup>1</sup>

## 1. Preamble

cioplenu GmbH, Am Technologiezentrum 5, 86159 Augsburg, Germany (hereinafter "Contractor") provides the Customer with the web-based software solution Operations<sup>1</sup> for the creation, management and use of digital job descriptions and checklists ("Software"). The use of the Software and the provision of supplementary services ("Services") are subject to these General Terms and Conditions ("GTC").

The Contractor's offers and services are directed exclusively at businesses (entrepreneurs within the meaning of § 14 of the German Civil Code (BGB)), legal entities under public law and special funds under public law.

## 2. Rights of Use

- 2.1** For the term of the contract, the Contractor shall grant the Customer, subject to the condition precedent of full payment of the agreed remuneration, the paid, worldwide, non-exclusive, non-transferable and non-sublicensable right to use the Software as intended. The Customer may only use the Software within the scope of the contractual provisions. The Customer shall not receive any right to the source code of the Software. The Customer may only use the Software for its own purposes. The use for own purposes includes the intended use of the Software for general business purposes of the Customer and the processing of the Customer's data. It does not include the use of the Software for third parties, for example as a service provider or any other transfer or brokerage of use to third parties.
- 2.2** The Customer shall create a super admin user account as part of the initial setup. The super admin user can then create standard user accounts. The Software may be used by a corresponding number of named users in accordance with the number of users agreed in the respective order ("Named User Licence"). The Customer shall document the respective authorised users. Joint use of the Software by different users under a common user account is excluded. If the Contractor determines that the number of users agreed in the respective order has been exceeded, it shall notify the Customer of this excess and invoice the Customer for the excess on a pro-rata basis from the time of the excess in accordance with the fees agreed in the order. The Customer may then either remedy the excess by deactivating a corresponding number of user accounts or commission an additional number of users.
- 2.3** The Customer shall be responsible for the use of the Software by its users and for all damage caused by negligent or intentional breaches of duty by its users.
- 2.4** Unless otherwise agreed, all rights to the Software and Services provided by the Contractor or developed under this Agreement shall belong solely to the Contractor. All rights to any kind of modification, development or improvement of the products or services made by the Customer shall be the exclusive property of the Contractor.
- 2.5** The Software may contain open-source software components. The use of these components is exclusively subject to the corresponding terms of use of the open-source software components that are transmitted and/or referenced within the scope of the open-source software components. No provision of this Agreement shall affect the rights or obligations of the Customer under the corresponding terms of use of the open-source software components. In the event of contradictions or conflicting provisions of licence terms of the open-source software and the provisions of this Agreement, the licence terms of the open-source software shall take precedence.
- 2.6** The right to use the Software also extends to fixes, patches, developments and updates which the Contractor makes available to the Customer. The right to updates does not include the right to use new/additional products and functionalities that are provided as a separate product/module.
- 2.7** Unless otherwise agreed or required by mandatory law or applicable open-source software terms of use, the Customer shall not be entitled to:
  - a) copy the Software beyond what is necessary for the contractual use, neither in whole nor in part;
  - b) modify, correct, adapt, translate, improve or otherwise make derivative developments to the Software;
  - c) rent, lend, sell, licence, transfer or otherwise make the Software available to third parties;
  - d) reverse engineer, decompile, disassemble or otherwise attempt to decipher the source code of the Software, neither in whole nor in part;
  - e) circumvent or violate any security devices or protection mechanisms contained in or used for the Software;

- f) take measures that are likely to cause damage to the Software or the Contractor's servers;
- g) remove, delete, obliterate, alter, obscure, translate, combine, supplement or otherwise modify any trademarks, documentation, warranties, disclaimers or other rights, such as intellectual property, marks, notices, labels or serial numbers associated with the Software;
- h) use the Software in a way that violates applicable law and/or the rights of third parties;
- i) use the Software for purposes of benchmarking or competitive analysis of the Software, for the development, use or provision of a competing software product or competing services, or for any other purpose that is detrimental to the Contractor; and/or
- j) use the Software for or in connection with the design, construction, maintenance, operation or use of hazardous environments, systems or applications or other safety-critical applications, or otherwise use the Software in a manner that could result in physical harm or serious property damage.

### **3. Obligations of the Customer**

- 3.1** The Customer shall support the Contractor in the performance of the contractual services to a reasonable extent. The Customer shall provide in advance, without being requested to do so, all cooperation services, information, data, files and materials necessary for the Contractor to fulfil its contractual obligations. If the Customer fails to cooperate sufficiently and/or causes delay, the Contractor shall not be obliged to fulfil the contractual obligations for as long and as far as the Contractor is prevented from fulfilling its contractual obligations due to insufficient and/or delayed cooperation by the Customer. The Contractor shall inform the Customer of its insufficient or untimely cooperation and set a reasonable deadline for subsequent performance. If the Customer nevertheless fails to fulfil its cooperation obligations, any resulting increases in remuneration, additional expenses (e.g. additional work, cancellation costs, travel expenses) and postponements of deadlines that cannot be avoided by the Contractor shall be borne by the Customer. After fruitless expiry of the grace period, the affected Software or Service shall be deemed to have been provided or rendered.
- 3.2** The Customer shall be responsible for (i) appropriate security processes, tools and controls for systems and networks interacting with the Software; (ii) maintaining alternative processes in the event of a lack of availability of the Software; (iii) determining whether the technical and organisational data protection and data security measures provided by the Contractor meet the Customer's specific requirements; (iv) the appropriate internal training of users and the provision of internal technical support; and (v) the proper backup of all programs and data located in its system environment and of all data transferred to or work results created with the Software upon commencement of use of the Software and at reasonable regular intervals thereafter.
- 3.3** The Customer warrants that all data, content and materials introduced by it into the Software do not violate applicable law or the rights of third parties and that it is authorised to use such data.
- 3.4** The Customer shall indemnify the Contractor against all third-party claims arising from a breach of third-party rights or statutory requirements attributable to the Customer in connection with the use of the Software.

### **4. Services**

- 4.1** Unless otherwise agreed, Services shall be invoiced on a time and material basis at the end of the calendar month in which they are provided. Invoicing shall be based on the Contractor's time sheets. Unless otherwise agreed, reasonable travel expenses shall be borne by the Customer at cost and against receipt and shall be invoiced monthly.
- 4.2** Insofar as employees of the Contractor are on the premises of the Customer, they shall comply with the safety instructions of the Customer. For this purpose, the Customer shall provide these instructions to the Contractor in writing in advance.
- 4.3** The Contractor reserves all rights to technical work results created during the provision of Services. This includes in particular software/code, interfaces, methods, processes and templates used, created or modified by the Contractor. The Contractor grants the Customer a non-exclusive, non-transferable right of use to such work results for its own purposes in accordance with Section 2.1 of these GTC.
- 4.4** Work results created by the Contractor as part of the provision of Services for the Customer, in particular integrations, interfaces and customising/modification of the Software, are not covered by the standard support unless these work results are incorporated into the standard Software. In principle, such work results can also only be used with the version/release of the Software current at the time of creation. Any upgrade or update may require additional migration services for which a charge will be made.

## 5. Service Provision

- 5.1 The Customer requires a current standard web browser (Google Chrome, Microsoft Edge, Mozilla Firefox or Apple Safari on desktop, Google Chrome on Android or Apple Safari on iOS) to use the Software. The Customer is responsible for the provision and operation of all hardware and operating software as well as for the secure and fast connection of IT end devices to the Software.
- 5.2 Unless expressly agreed otherwise, setup/installation and configuration of the Software shall be remunerated in accordance with the hourly rates for Services agreed in the respective individual order.
- 5.3 Software and other work results shall be deemed to have been handed over as soon as they have been made available to the Customer. Services shall be deemed rendered as soon as the respective service has been completed. Support/maintenance, if applicable, shall be deemed to have been provided on a monthly pro-rata basis as time elapses.
- 5.4 Unless otherwise agreed, the contractual services shall be deemed rendered upon being made available for contractual use. For works contracts or expressly agreed deliverables subject to acceptance, the statutory acceptance provisions shall apply unless otherwise agreed. If acceptance has been contractually agreed and the Customer has not complied with the time or test plan for acceptance, or if no such test plan or time limit for tests and acceptance exists, the Software and Services shall be deemed accepted ten working days after handover.
- 5.5 The Contractor is entitled to use subcontractors or other vicarious agents (collectively referred to as "Subcontractors") to fulfil the contractual obligations. The Contractor shall ensure that Subcontractors are bound by obligations regarding confidentiality and data protection in accordance with this Agreement. The engagement of Subcontractors shall not affect the Contractor's contractual obligations to the Customer. The Contractor shall be liable for any poor performance of a Subcontractor as for its own fault.
- 5.6 Deadlines and dates shall only be binding if they have been expressly confirmed as binding by the Contractor. Otherwise, stated dates shall be deemed non-binding indicative values.
- 5.7 If the Contractor is prevented from fulfilling its performance obligations by force majeure or other unforeseeable circumstances outside its sphere of influence, the performance obligations shall be suspended for the duration of the impediment. The Contractor shall inform the Customer of such circumstances.

## 6. Support

- 6.1 Support includes assistance and advice to the Customer in resolving problems in the use of the Software, including reviewing, diagnosing and correcting significant defects and errors in the Software and providing bug fixes, corrections, modifications, changes, enhancements and updates to ensure the functionality of the Software.
- 6.2 Support does not cover problems with or damage to the Software to the extent caused by (i) the Customer's negligence, misuse or improper operation; (ii) operation, use or storage/hosting of the Software not in accordance with the requirements of the documentation or failure to comply with any specifications or limitations provided by the Contractor; (iii) modifications to the Software not made or approved by the Contractor; (iv) acts of third parties; (v) third-party products; and/or (vi) force majeure.
- 6.3 For each request/malfunction report, the Contractor shall assign a priority in accordance with the criteria defined below at its dutiful discretion. The Contractor may consolidate redundant fault reports by the Customer that relate to the same fault into one fault report. To enable support, the Customer shall grant the Contractor comprehensive and unrestricted access to the Software.
- 6.4 The Contractor provides the availability and response times specified below for standard support. Deviating availability and/or response times will be specified in the respective individual order, if applicable. For effective problem resolution, a competent contact person must be available at the Customer's site who can provide the necessary information, has the required access rights and can make the necessary decisions. The response time is the time between the first request/fault report by the Customer (by telephone or electronically) and the first response (by telephone or electronically) from the Contractor. Only time intervals during the availability times are relevant for the response time.

**Availability:** Weekdays (except Saturdays and national public holidays at the Contractor's location) 9:00 a.m.– 5:00 p.m. (CET) via Intercom Messenger or another channel designated by the Contractor.

**Languages:** German, English

**Priority 1** (the Software or essential parts thereof do not function or are unavailable and the Customer's business operations are severely impaired by the malfunction): Response time 2 hours

**Priority 2** (the functionality of the Software or essential parts thereof is severely restricted and the Customer's business operations are severely impaired by the malfunction): Response time 4 hours

**Priority 3** (certain functionalities of the Software are restricted, the effects are noticeable/annoying, but the Customer's business operations are not materially impaired by the malfunction): Response time 24 hours

**Priority 4** (the functionality of the Software is not fundamentally affected by a potential malfunction and the Customer's business operations are not materially impaired): Response time 48 hours

## 7. Provision of the Software

- 7.1** The Contractor shall make the Software available to the Customer in a logically separated account. The Contractor shall make the Software available to the Customer for remote access in a secure system environment. A transfer of the Software to the Customer shall not take place.
- 7.2** The Software shall be made available to the Customer in its respective current version/release.
- 7.3** The Contractor shall make the Software available to the Customer with an availability of at least 99 % of the respective calendar month (hereinafter "Minimum Availability"). In this context, the Software is available if there is an uninterrupted connection between the servers on which the Software is hosted and the transfer point to the Internet and the Customer is able to log in and access the Software. The Minimum Availability does not apply to test and development servers.
- 7.4** The Contractor shall be entitled to access the Software in order to verify the Customer's compliance with the terms and conditions of use of the Software, including remuneration; to perform diagnostics and analysis and to adjust the settings of the Software to improve its performance and/or security, provided that such adjustments do not adversely affect the Customer's use of the Software; to collect system data (no personal data) about the use of the Software for use in identifying and correcting potential defects and errors in the Software; to perform statistical analyses; and to support research and development.

## 8. Right of Termination and Data Portability (Data Act)

To the extent that the EU Data Act applies to the Customer's use of the Contractor's Software under this Agreement, the following provisions shall apply:

- 8.1 Termination for Provider Change:** The Customer may terminate this Agreement in writing at any time before the expiry of an agreed minimum term with a notice period of no more than two months in order to switch to another data processing service (cloud/SaaS provider) or to transfer its data to its own IT infrastructure. The termination shall become effective upon completion of the switching process. If the Customer decides to delete its data instead of switching, the Agreement shall end upon expiry of the two-month notice period.
- 8.2 Switching Process and Transition Period:** Following termination of this Agreement, the Contractor shall support the Customer during a transition period of up to 30 calendar days in transferring the data to the new service or the Customer's own infrastructure. The Contractor's support obligations and measures are limited to reasonable support within the Contractor's capacities and in proportion to its respective obligations, to the extent necessary to enable a successful, effective and secure switch. The Contractor shall continue to provide the contractual services during this period without interruption and shall ensure the security of the data transfer. It shall draw the Customer's attention to known risks to continuity and shall cooperate with third-party providers authorised by the Customer in order to ensure a seamless switch.

The Customer undertakes to provide all necessary information in a timely manner (in particular to designate the new service provider and all technical and organisational information required for the switch and the data transfer) and to take all necessary measures, cooperation and contribution activities to ensure an effective switching process and timely data transfer and to maintain service continuity. The Customer shall ensure that the target successor and all third parties involved enter into written confidentiality obligations at the Customer's own expense prior to the requested commencement of the switching process and the transition period, which shall meet the requirements of these GTC to no lesser extent. If the Contractor is unable to complete the switching process and/or the data transfer in full, on time or only with increased effort due to fault on the part of the Customer or a third party engaged by the Customer, but must continue to keep its resources available, the Customer shall reimburse the Contractor for the additional expenditure at the Contractor's standard rates (in particular standard daily rates for professional services). The Customer's failure to fulfil its cooperation and contribution obligations shall not release the Contractor from its obligation to maintain service continuity.

The switching process shall be deemed successfully completed once the exportable data and digital content/assets generated by the Customer have demonstrably been transferred to the target provider

and the Customer/target provider has not reported any errors, failures, etc. within a reasonable period of no more than 3 days.

If the Contractor requires more time for technical reasons, it may extend the transition period once to a total maximum of 7 months by notifying the Customer with a reasoned explanation within 14 working days of receipt of the notice of termination. The Customer shall be entitled to request a longer transition period if it demonstrates that this is necessary for a smooth switch and requests the extension of the transition period in writing or in text form no later than one month before the end of the originally planned transition period. During the transition period, the Agreement shall otherwise remain in force on the existing terms.

- 8.3 Data Portability and Deletion:** The Contractor shall make all exportable data and digital content/assets generated by the Customer available to the Customer in a commonly used format (e.g. CSV). For this purpose, the Contractor shall, upon request, provide the Customer with a list of all data categories that can be transferred in the course of the switch (including all exportable data provided by the Customer or generated through its use). The Contractor shall also notify the Customer of categories of data that cannot be ported because they serve exclusively the internal function of its service and whose disclosure would jeopardise the Contractor's intellectual property rights or trade secrets, or relate to assets or data of third parties, or are connected with the integrity and security of the service and whose disclosure would expose the Contractor, its services or other customers to security risks.

These exceptions must not unreasonably delay or impede the switch. After termination of the Agreement (or after the end of the transition period), the Customer shall have at least 30 calendar days to retrieve its exportable data from the Contractor's system or to request its release. After expiry of this period – or a mutually extended period – the Contractor shall permanently delete all exportable customer data and digital content generated by the Customer, provided the switch has been successfully completed. Statutory retention obligations shall remain unaffected.

- 8.4 Remuneration upon Early Termination:** If the Customer terminates pursuant to Section 8.1 before the end of an agreed minimum term, the payment obligation for the remaining contract term shall continue to apply. The Contractor shall be entitled to continue to demand the agreed fees until the originally envisaged end of the contract or to invoice the Customer for a proportionate compensation payment for early termination. Such compensation payment shall not exceed the sum of the remaining contract fees, shall be reduced by any expenses saved, and does not constitute an unlawful switching fee.

## 9. Artificial Intelligence (AI)

- 9.1 Provision and Scope:** The Contractor may provide Software features that utilise machine learning or other artificial intelligence methods ("AI Features"). These AI Features form part of the SaaS service and serve exclusively as technical and decision-support tools. No separate transfer of AI components or models takes place. The Contractor remains the sole owner of all rights to the underlying models, training data and methods. AI Features are not a substitute for human decision-making. The Customer remains responsible for the substantive review, evaluation and approval of results.

- 9.2 Roles under the AI Act:** To the extent applicable, the Contractor provides AI Features as a provider within the meaning of the AI Regulation. The Customer uses these features in its own deployment context and shall accordingly be deemed an operator within the meaning of the AI Regulation. The Customer bears responsibility for compliance with the statutory obligations of an operator under the AI Regulation, in particular with regard to purpose limitation, data quality, human oversight and transparency towards affected persons.

- 9.3 Obligations of the Customer:** The Customer shall (i) use AI Features exclusively for the contractually intended purposes and in accordance with the Contractor's documentation; (ii) ensure that input data, configurations, thresholds and workflows are technically and legally appropriate; (iii) designate trained supervisory persons (human oversight) and ensure adequate monitoring of AI results; (iv) independently carry out any assessments required by law prior to first deployment; (v) inform affected persons (e.g. employees or end users) about the use of AI Features; and (vi) refrain from any use that is prohibited under applicable law. If the Customer breaches these obligations, it shall indemnify the Contractor against all resulting claims, fines and costs, unless the Contractor is responsible for the breach.

- 9.4 Obligations of the Contractor:** The Contractor shall provide the Customer with the technical information and system guidance available to it that the Customer requires for its statutory obligations. The Contractor may adapt AI-related documentation, interfaces and security mechanisms to the extent necessary to comply with statutory or regulatory requirements. Further advisory or support services (e.g. in relation to classification, DPIA or audit preparation) are not part of the standard support and shall be remunerated on a time and material basis.

**9.5 Risk Management and Incidents:** The Customer shall inform the Contractor without undue delay of any identified disruptions, malfunctions or legal risks in connection with the use of AI Features. The Contractor shall be entitled to temporarily deactivate or restrict affected AI Features to the extent necessary for risk mitigation, investigation or compliance with legal obligations. The parties shall cooperate in the analysis and rectification of disruptions. Legally required notifications shall be made by the party responsible therefor.

**9.6 Liability and Warranty:** The Contractor assumes no warranty for the substantive accuracy, completeness or freedom from error of results generated by AI Features. The Contractor's liability is governed exclusively by the liability limitation provisions of these GTC. The Customer bears the risk of applying, interpreting and further using the results delivered by AI Features within its own area of responsibility.

## 10. Warranty

**10.1** Software and Services shall be provided or rendered by the Contractor free of defects and, when used as intended, shall essentially comply with the stated specifications. The Contractor's services shall be performed competently and professionally in accordance with industry standards by instructed and experienced personnel. The granting of the agreed rights of use to the Customer shall not be opposed by any rights of third parties. Technical data, specifications and performance data in public statements, in particular in advertising material, shall not be deemed quality data.

**10.2** In the event of defectiveness, the Customer's claims for defects shall initially be limited to subsequent performance. The Customer shall notify the Contractor in writing of any defects that occur, including a description of the defect, and request that the defect be remedied. In the event of proven defects, the Contractor shall provide warranty by way of subsequent performance in such a manner that it provides or renders the Software or Service again in a defect-free condition or eliminates the defect.

**10.3** If subsequent performance finally fails after two attempts at subsequent performance, the Customer may withdraw from the respective individual contract or reduce the remuneration appropriately. The Contractor shall provide compensation for damages or reimbursement of futile expenses due to a defect within the limits of liability set forth in these GTC.

**10.4** The limitation period for claims based on defects shall be one year from acceptance or delivery. This shall not apply in the event of intentional or grossly negligent conduct by the Contractor or in cases of fraudulent concealment.

## 11. Payment Terms

**11.1** Unless otherwise agreed, Software shall be invoiced annually in advance upon delivery. The Customer shall pay invoices within 20 days of the invoice date without discount or other deductions. After expiry of 20 days from the invoice date, the Customer shall be in default without the need for a reminder. Unless otherwise agreed, the specification of a purchase order number on the invoice is not a prerequisite for the payment obligation.

**11.2** In the event of default in payment, the Contractor shall be entitled to suspend the contractual services, in particular to block access to the Software, and interest on arrears shall be due at the statutory rate. The prices quoted do not include VAT or other taxes. These will be invoiced separately to the Customer, if applicable.

**11.3** The Customer may only set off claims that are undisputed or have been established by final judgment. Set-off against the Contractor's payment claims shall additionally be permissible in respect of the Customer's undisputed or finally established warranty claims arising from this contractual relationship. The Customer may only exercise a right of retention to the extent that it is based on claims arising from this Agreement.

## 12. Liability

**12.1** The Contractor shall only be liable for simple negligence, both for its own conduct and for attributable conduct, insofar as essential contractual obligations (cardinal obligations) are violated. In such case, liability is limited to the contract-typical and foreseeable damage. Essential contractual obligations are obligations whose breach jeopardises the achievement of the purpose of the contract, whose fulfilment makes the proper execution of the contract possible in the first place and on whose compliance the Customer regularly relies.

**12.2** For the aforementioned cases of limited liability, the amount of such liability shall additionally be limited per incident to the amount of the annual remuneration payable by the Customer (the remuneration paid or payable by the Customer in the 12 months preceding the occurrence of the damage, or, if the

Agreement had been in force for less than 12 months at the time of the damage, the average remuneration per month multiplied by 12), and to twice the annual remuneration payable by the Customer for all incidents occurring in one contractual year.

- 12.3** If a third party asserts claims against the Customer for infringement of intellectual property rights through the contractually intended use of the Software, the Contractor shall indemnify and defend the Customer against such claims, provided that the Customer (a) notifies the Contractor in writing without undue delay of the assertion of the claims, (b) leaves the sole conduct of the defence and settlement negotiations to the Contractor and (c) provides the Contractor with reasonable support. In such case, the Contractor shall bear all judicially imposed costs and damages of the Customer arising from the claim. Instead of indemnification, the Contractor may at its option, by means of measures that are free of charge to the Customer, enable the continued contractually intended use of the Software or replace the Software. If this is not possible with reasonable effort, the Contractor may terminate the affected contract extraordinarily and shall reimburse any fees paid in advance for the period after the termination takes effect. Any further claims of the Customer for infringement of third-party intellectual property rights are excluded.
- 12.4** The Contractor shall only be liable for indirect and consequential damages as well as for lost profits, additional personnel costs, futile expenditure, production downtime of the Customer, contractual or conventional penalties incurred by the Customer vis-à-vis third parties and omitted savings, etc., in the event of intent and gross negligence.
- 12.5** The limitations of liability shall not apply to claims based on intent and gross negligence, in the event of personal injury, in the event of fraudulent intent, insofar as the Product Liability Act applies, and for damages that fall within the scope of protection of an independent guarantee, quality or durability guarantee given by the Contractor, insofar as nothing to the contrary results from the respective guarantee agreement.
- 12.6** If the Customer violates its obligation to properly back up data, the Contractor's liability for loss of data within the framework of the foregoing provisions shall be limited to the damage that would have occurred even if the Customer had properly and regularly backed up the data.
- 12.7** The foregoing limitations of liability shall also apply in favour of the Contractor's legal representatives, employees and vicarious agents.

### **13. Confidentiality**

- 13.1** Each of the parties undertakes to treat as confidential all information received within the framework of the contractual cooperation which (a) is marked as "confidential" or "secret" or with an equivalent indication or is verbally designated as confidential; (b) is to be regarded as confidential by virtue of its content; or (c) is derived from confidential information which has been made available; and to use such information exclusively for the purposes of the contractual cooperation and to protect it from disclosure to unauthorised third parties. This confidentiality obligation shall be imposed on all persons entrusted with the execution of the contract between the parties.
- 13.2** Excluded from the confidentiality obligation is information that (a) is or subsequently becomes publicly available or was already known to the other party at the time the contract was concluded; (b) was independently and autonomously developed by the other party; (c) was disclosed to the other party by a third party not subject to a confidentiality obligation; or (d) must be disclosed due to statutory provisions or official or judicial orders (in which case the party concerned must be informed thereof without undue delay).
- 13.3** Upon the request of a party, but no later than upon termination of the Agreement, the receiving party shall, at the disclosing party's option, either return all confidential documents and data carriers received or demonstrably destroy them.
- 13.4** This confidentiality obligation shall survive termination of the Agreement.

### **14. Data Protection**

- 14.1** To the extent that the Contractor processes personal data on behalf of and on the instructions of the Customer within the scope of the use of the Software, the Customer is the Controller and the Contractor is a Processor. This commissioned data processing is governed by the Data Processing Agreement between the Customer and the Contractor, which is available at <https://operations1.com/en/terms-and-conditions> and is expressly incorporated into these GTC and the contract between the parties.
- 14.2** Within the scope of a free trial version, no real personal data may be processed with the Software.

- 14.3** The Contractor shall be entitled to use anonymised data in connection with the use of the Software for internal business and/or operational purposes, in particular to analyse the use of the Software and to improve the Software. The Customer shall issue a corresponding instruction to anonymise the personal data required for this purpose.
- 14.4** With regard to the processing of the data of the Customer's contact persons, reference is made to the privacy policy on the Contractor's website.

## **15. Term**

Unless otherwise stipulated in the respective individual order, the respective contract shall have a term of 12 months. Unless otherwise stipulated in the respective individual order, the respective contract shall always be extended by a further 12 months unless it is terminated in writing at least 3 months before the end of the respective term. The respective contract may be terminated by either party without notice at any time in the event of a material breach of contract by the other party if the breach is not remedied within 30 days. This period shall commence from the date of delivery of the written notice of the material breach of contract. The Contractor may terminate the contract without notice at any time if the Customer is dissolved or liquidated or initiates steps to this end and/or if the Customer becomes insolvent or bankrupt.

## **16. Miscellaneous**

- 16.1** This Agreement is subject to German law. In the event of disagreements arising from this Agreement, the parties undertake to first seek an amicable settlement. Should this not be possible, the parties agree already now on Augsburg as the general place of jurisdiction.
- 16.2** Any transfer of the Agreement or of rights and obligations thereunder by the Customer to a third party requires the prior written consent of the Contractor.
- 16.3** The Contractor shall have the right to publicly express the fact that the Customer uses the Operations<sup>1</sup> Software and/or is a customer of the Contractor and to use the name and logo of the Customer for this purpose in the Contractor's marketing materials, including on the Internet. Any other use of the name or logo of the Customer requires the prior consent of the Customer.
- 16.4** For ancillary agreements, the written form is required. Should individual parts of this Agreement be invalid, this shall not affect the validity of the remaining provisions of the Agreement. All notices under this Agreement must be in writing and shall become effective upon first delivery.
- 16.5** The Contractor shall be entitled to transfer its rights and obligations under this Agreement to a third party (assumption of agreement) if the assumption of the agreement does not impair serious interests of the Customer, for example if the third party does not provide sufficient guarantee for the performance of the contractual obligations. In the event of such a contract takeover, the Contractor shall inform the Customer electronically with reasonable notice in advance of the contract takeover and the new contractual partner and shall grant the Customer a right of objection in the event that serious interests of the Customer could be impaired.
- 16.6** The Contractor may make changes to these GTC if these become necessary due to changed circumstances, for example in the event of significant changes in legislation or case law, the relevant market and business environment or due to technical developments, and if these are reasonable for the Customer. The Contractor shall inform the Customer of the changes in electronic form within a reasonable period of time, at least one month, before the changes come into force. The Customer shall be entitled to object to such changes within 14 days of receipt of the change notification. In the event of an objection by the Customer, the Contractor shall have the right to terminate the contractual relationship extraordinarily without observing a notice period. If the Customer does not object, its consent shall be deemed to have been granted after expiry of the above-mentioned periods. The Contractor shall expressly draw attention to the duration of the period and the significance of its expiry without result when announcing changes to these GTC.