5FSOFTWARE

General terms and conditions of use of 5FSoftware GmbH for business users

§ 1 Scope of validity

1. (1) These Terms of Use apply to all services offered by 5FSoftware GmbH (hereinafter also referred to as 5FSoftware) for business users to communicate with their customers. Business users are defined as those customers who, on the basis of the agreement concluded with 5FSoftware, are authorized to communicate with their customers via a shared project space using the platform and software provided to them by 5FSoftware via the Internet.

2. (2) The Terms of Use are an integral part of all contracts concluded with Business Users, unless expressly agreed otherwise in writing. Deviating or conflicting terms and conditions shall not be recognized by 5FSoftware unless 5FSoftware has expressly agreed to them in writing.

3. (3) Changes to these terms of use will be communicated to business users in writing or by email. The amendments shall be deemed to have been accepted if they are not objected to in text form within one month of receipt of the notification. The right of objection and the legal consequences of silence will be pointed out separately in the event of changes to the terms of use.

§ 2 Object of the contract

1. (1) The subject of these General Terms and Conditions is the provision of "Platform as a Service" (PaaS) services and the provision of cloud services by 5FSoftware for its business users via the Internet. The specific service obligations of 5FSoftware are set out in the respective service description. 5FSoftware uses the web-based document management system d.velop documents light from d.velop AG to provide its services. By concluding the contract, the Business User simultaneously recognizes the terms of use applicable to the d.velop documents light document management system as valid for himself.

2. (2) The interoperability of 5FSoftware's services with the hardware and software available to business users and their customers is not owed unless 5FSoftware has expressly guaranteed the compatibility of hardware and software.

3. (3) 5FSoftware expressly reserves the right to make changes to the service description. Business Users will be notified of changes to the service description in writing or by e-mail. The changes go into effect if the Business User does not object to the changes in text form within one month of receipt of the change notification and 5FSoftware has informed the Business User in the change notification of the right of objection and the applicable deadline. If the Business User objects in text form, 5FSoftware is entitled to terminate the contract within two weeks of receipt of the objection. Excluded from the right to make changes are those changes that relate to obligations of the parties, the fulfillment of which makes the use of the services possible in the first place and on whose compliance the other party regularly trusts or may trust (essential contractual obligations).

4. (4) 5FSoftware is permitted to involve subcontractors in the provision of its services. The use of subcontractors does not release 5FSoftware from its sole obligation to the Business Users to fulfill the contract in full.
5. (5) 5FSoftware shall provide the services as they were available at the time of the conclusion of the contract with the respective Business User according to the service description valid at that time. The Business User has no further claim to a specific design or configuration of the services. 5FSoftware reserves the right to change or temporarily discontinue services in whole or in part at its own reasonable discretion, taking into account the interests of the Business User, provided that this does not impair essential contractual obligations and is reasonable for the Business User. The procedure in paragraph 3 applies accordingly.
6. (6) Technical support services are only included in the services offered by 5FSoftware to the extent specified in the applicable price list or the order form and the service description, which can be viewed on the Internet. Otherwise, support services shall be provided by third parties in accordance with § 7 of these Terms of Use and shall be compensated separately.

§ 3 Software licensing

1. (1) For the duration of the contract, 5FSoftware shall provide the Business User with the latest version of the software required to use the services in accordance with § 2 (1) via the Internet for a fee. For this purpose, 5FSoftware provides the software on a server that is accessible to the Business User via the Internet.
2. (2) The current scope of functions of the software provided is set out in its current service description.
3. (3) 5FSoftware will immediately eliminate all errors in the software it has developed, as far as technically possible. An error occurs if the software does not fulfill the functions specified in the service description, delivers faulty results or does not work properly in any other way, so that the use of the software is impossible or restricted. In the event of errors in the third-party software provided by 5FSoftware, 5FSoftware shall endeavor to rectify the error without delay.

§ 4 Rights to use the software

1. (1) 5FSoftware grants the Business User the non-exclusive and non-transferable right to use the software provided for the use of the services in accordance with § 2 para. 1 for the duration of the contract within the scope of the PaaS or cloud services as intended.
2. (2) The Business User may only edit the software insofar as this is covered by the intended use of the software according to the current service description.
3. (3) The Business User may only reproduce the software insofar as this is covered by the intended use of the software according to the current service description. Necessary duplication includes loading the software into the working memory on the 5FSoftware server, but not even temporary installation or storage of the software on data carriers (such as hard disks or similar) of the hardware used by the Business User.
4. (4) The Business User is entitled to make the software available to its customers for the purpose of communicating with them via a shared project room, insofar as this is

necessary for use in accordance with the contract. Business Users are not entitled to make the software available to other third parties for use, whether for a fee or free of charge. Business Users are not permitted to sublet the software.

§ 5 Granting of storage space

1. (1) 5FSoftware shall provide the Business User with a defined storage space on a server for the storage of his data. The Business User can store content on this server to the extent described in the individual contractual service description and in accordance with the technical specifications described on the 5FSoftware website at https://5fsoftware.de. If the storage space is no longer sufficient to store the data, 5FSoftware shall inform the Business User of this. The Business User may reorder corresponding quotas subject to availability at 5FSoftware.
2. (2) 5FSoftware ensures that the stored data can be accessed via the Internet.
3. (3) The Business User is entitled to make the storage space provided to him by 5FSoftware available to his customers for the purpose of communicating with him via a shared project room as part of the contractual use. The Business User is not entitled to transfer the storage space granted to him to any other third party for use, in part or in full, for a fee or free of charge.
4. (4) 5FSoftware is obliged to take suitable precautions against data loss and to prevent unauthorized access to the Business User's data by third parties. For this purpose, the database contents are replicated live in two synchronized and physically separate database systems. 5FSoftware will perform daily full backups of the databases. The content of current workflow actions will be temporarily stored in a redundant high-availability cluster. This is replicated on a fail-safe server that can take over if the main database fails. The two cluster instances are located in different data centers of T-Systems International GmbH. The databases are fully backed up once a day and incrementally backed up once an hour. In the event of a disaster recovery, the maximum downtime is one hour.
5. (5) In any case, the Business User remains the sole owner of the data entered by him and can therefore demand the return of individual or all data at any time.
6. (6) Upon termination of the contractual relationship, 5FSoftware shall immediately return to the Business User all data stored on the storage space allocated to the Business User. The data shall be returned at the discretion of the Business User either by handing over data carriers or by sending them via a data network. The Business User is not entitled to receive software suitable to process the data.

§ 6 Use of services by customers of business users

The Business User must oblige third parties to whom he permits the use of the services of 5FSoftware under the user accesses set up for him to observe the contract, the service description, these Terms of Use, the Terms of Use of d.velop documents light, as well as any other agreements made between 5FSoftware and the Business User, and to monitor compliance with these obligations. The same applies to contract amendments and amendments to these terms of use.

§ 7 Support

Support services for business users are provided by 5FSoftware in accordance with paragraph 2.

§ 8 Interruption/impairment of availability

Adjustments, changes and additions to the contractual services as well as measures that serve to identify and rectify malfunctions may lead to a temporary interruption or impairment of availability if this is absolutely necessary for technical reasons. 5FSoftware shall only be liable for the consequences of limited availability within the scope of the availability promised to the Business User in the service description. 5FSoftware shall not be liable in cases of force majeure (power failure, internet failure, fire, explosion, earthquake, storms, floods, labor disputes for which 5FSoftware is not responsible, etc.).

§ 9 Obligations of the customer

1. (1) 5FSoftware is exclusively a technical service provider. 5FSoftware obtains no knowledge of the content posted via the user accesses of the Business Users, and 5FSoftware does not monitor the content. 5FSoftware monitors neither the Business Users nor their customers accessing the contractual services. The content posted via the user accesses of the Business Users represents third-party content for 5FSoftware; 5FSoftware does not adopt this content as its own by providing the technical platform and bears no responsibility for it.

2. (2) The Business User commits to not store any illegal content that violates the law, official requirements or the rights of third parties on the storage space provided. In particular, the Business User is prohibited from:
    - violating the property rights of third parties, such as trademark, copyright and naming rights,
    - publishing insulting, defamatory, pornographic, youth-endangering or otherwise criminally relevant content,
    - unreasonably harassing other users and/or third parties, for example by sending unsolicited advertising (spam) or offensive or sexual communication,
    - using mechanisms, software and/or scripts that go beyond the functionalities and interfaces provided by 5FSoftware, in particular if this blocks, modifies, copies and/or overwrites services of 5FSoftware and these services are necessary for the contractual use of 5FSoftware,
    - the services provided by 5FSoftware, the security systems used by 5FSoftware or the retrievable content through data alteration (§ 303a StGB), computer sabotage (§ 303b StGB), falsification of evidential data (§§ 269,270 StGB), suppression of evidentiary data (§ 274 StGB), computer fraud (§ 263a StGB), spying on data (§ 202a StGB), interception of data (§ 202b StGB) or other criminal offenses. Any attempt to commit the aforementioned offenses will be reported to the police by 5FSoftware. The Business User shall be liable for the user accesses set up for the Business User and their use by his customers or other third parties in the same way as for his own actions. 5FSoftware is entitled to immediately block the storage space if there is reasonable suspicion that the stored data is illegal and/or violates the rights of third parties. A reasonable suspicion of illegality and/or infringement of rights

exists in particular if courts, authorities and/or other third parties inform 5FSoftware of this. 5FSoftware will immediately inform the Business User of the block and the reason for it. The block will be lifted as soon as the suspicion is invalidated.

3. (3) The Business User is obliged to take suitable precautions to prevent unauthorized access by third parties to the protected areas of the software. To this end, the Business User shall, where necessary, instruct its employees to comply with copyright law.

4. (4) Without prejudice to 5FSoftware's obligation to back up data, the Business User is responsible for entering and maintaining the data and information required to use the contractual services.

5. (5) The Business User is responsible for the integration of software or software services from third-party providers and guarantees that the third-party software works correctly with the software. This applies even if the integration of the third-party software or software services is technically enabled by 5FSoftware. This does not apply if 5FSoftware includes the third-party software or software services as part of the service.

6. (6) The Business User is obliged to check his data and information for viruses or other harmful components before entering it and to use state-of-the-art virus protection programs.

7. (7) To access the contractual services, the Business User will generate a "User ID" and a password, which are required for further use of the contractual services. The business user is obliged to keep the "User ID" and password secret and not to make them accessible to unauthorized third parties.

8. (8) The content stored by the Business User or his customers in the storage space intended for him may be protected by copyright and data protection law. The Business User hereby grants 5FSoftware the right to make the content stored on the server accessible to the Business User when they query it via the Internet and, in particular, to reproduce it, transmit it and reproduce it for data backup purposes. If third parties use the user access set up for the Business User, the Business User must first obtain these rights from the third parties. If texts, images, graphics, audio or video files are posted by the Business User or their customers under their user access, the Business User must ensure that they are entitled to the necessary usage and exploitation rights to such content. If image, graphic, audio or video files are used that depict people and are made accessible to other users via the user access granted by 5FSoftware, they may only be used with the express consent of all people depicted.

9. (9) The Business User guarantees that he will use the contractual services to a reasonable extent out of fairness towards the other users. The Business User undertakes to inform 5FSoftware in good time before initiating large data transfers, which may negatively affect the speed of other users. The Business User also has to oblige his customers to be fair. 5FSoftware will develop a solution proposal with the Business User or their customers. If the fair use rule is not observed and the resulting repeated threat to trouble-free data traffic, 5FSoftware is entitled to block access. Violation of this fair use rule is considered a breach of contract and may result in damages.

§ 10 Remuneration

1. (1) The Business User undertakes to pay 5FSoftware the agreed monthly fee plus the applicable statutory VAT for the provision of the software and the allocation of storage space. Unless otherwise agreed, the remuneration is based on the 5FSoftware price list valid at the time the contract is concluded.
2. (2) 5FSoftware is entitled to change the price list on which its services are based. The change will become effective if the Business User does not object to the change in text form within one month of receipt of the change notification and 5FSoftware has informed the Business User of the right to object and the applicable deadline in the change notification. If the Business User does not agree to the change to the price list, he or she can terminate the contractual relationship extraordinarily with effect from the time the change to the price list comes into force. If the Business User does not terminate the contractual relationship, the price change is deemed to have been approved by him.

§ 11 Liability for defects/liability

1. (1) 5FSoftware provides the 5FSoftware Platform with reasonable care and skill and in accordance with industry standards but does not warrant that the Software Services will be free from any errors and/or will operate without any interruptions. The Service Level Agreements describe the measurable standards of the 5FSoftware platform and the customer's rights in cases where these standards are not met. 5FSoftware guarantees the agreed quality of the services. Support services will be provided with reasonable care.
2. (2) Claims for damages against 5FSoftware are excluded regardless of the legal basis, unless 5FSoftware, its legal representatives or vicarious agents have acted intentionally or with gross negligence. 5FSoftware is only liable for slight negligence if one of the essential contractual obligations has been violated by 5FSoftware, its legal representatives or senior employees or vicarious agents. 5FSoftware is only liable for foreseeable damage that must typically be expected to occur. Essential contractual obligations are those obligations that form the basis of the contract, that were crucial for the conclusion of the contract and on whose fulfillment the Business User can rely.
3. (3) 5FSoftware is liable without limitation for damage caused intentionally or negligently from injury to life, body or health by 5FSoftware, its legal representatives or vicarious agents.
4. (4) 5FSoftware is not liable for the loss of data to the extent that the damage is due to the fact that the Business User failed to carry out data backups and thereby ensure that lost data can be restored with reasonable effort.
5. (5) The Business User himself is liable for breaches of duty by the business user or the people who use his user access. The Business User releases 5FSoftware from all claims for payment by other users and third parties that are brought against 5FSoftware due to a violation of the law the posted content and/or due to the use of the posted content by the Business User, its customers or other third parties under their user access. Upon first request, the Business User will assume all reasonable costs incurred by 5FSoftware that result from such an infringement, including the reasonable costs of legal defense. This does not apply if the business user is not

responsible for the infringement. 5FSoftware reserves the right to assert further claims against the business user.

6. (6) In the event that 5FSoftware services are used by unauthorized third parties using the Business User's access data, the Business User is liable for any resulting fees within the scope of civil liability until receipt of the customer order to change the access data or reporting the loss or theft if the Business User is at fault for the access by the unauthorized third party.

§ 12 Runtime and cancellation

1. (1) The contract is concluded for a period of 12, 24 or 36 months ("**initial term**") and can be terminated at the end of the contract term by abiding to the notice period of 3 months. The contract is automatically extended for another year if it is not terminated in a timely manner ("**contract extension**").
2. (2) The contractual relationship begins when the Business User logs in and registers.
3. (3) A license upgrade, more storage or more functions can be booked at any time during the contract term.
4. (4) The right of each contracting party to terminate the contract without notice for good cause remains unaffected. If the Business User is in arrears with the remuneration owed for two consecutive months or refuses payment without legal grounds, 5FSoftware can, at its discretion, block access until the arrears have been received in full or terminate the contractual relationship for good cause without observing a notice period.

§ 13 Data protection/confidentiality

1. (1) The Business User is responsible for the declarations of consent required by his customers and his contractual partners in accordance with the provisions of the General Data Protection Regulation and the Federal Data Protection Act.
2. (2) 5FSoftware undertakes to maintain the strictest secrecy about all confidential processes that come to its knowledge in the course of the preparation, implementation and fulfillment of this contract, in particular business or trade secrets of the Business User, and not to pass them on or exploit them in any other way. This applies to any unauthorized third parties, including unauthorized employees of both 5FSoftware and the Business User, unless the disclosure of information is necessary for the proper fulfillment of 5FSoftware's contractual obligations. In cases of doubt, 5FSoftware will obtain consent from the Business User before such a transfer.
3. (3) 5FSoftware undertakes to agree on a regulation with the same content as paragraph 2 above with all employees and subcontractors employed by it in connection with the preparation, implementation and fulfillment of this contract.
4. (4) The Business User is to be classified as the responsible party within the meaning of the GDPR. In this regard, 5FSoftware acts as a processor. In order to ensure the security and protection of the personal data processed by this software, a data processing agreement is concluded in addition to these terms and conditions of use, which regulates all other aspects.

§ 14 Final clauses

1. (1) Changes or additions to these terms and conditions must be made in writing. This also applies to the cancellation of this written form requirement.
2. (2) The law of the Federal Republic of Germany applies.
3. (3) The location of fulfillment and sole place of jurisdiction for all disputes arising from or in connection with this contract is Regensburg.
4. (4) If individual provisions of these terms and conditions are ineffective, this will not affect the validity of the remaining provisions. The invalid provision will be replaced by a legally effective provision by mutual agreement between the contracting parties, which comes closest to the economic meaning and purpose of the invalid provision. The provision above applies accordingly in case of loopholes.

Stand 28.05.2024