

GENERAL TERMS AND CONDITIONS OF SER GROUP (GTC)

I. GENERAL PROVISIONS

1. APPLICABILITY OF GENERAL TERMS AND CONDITIONS

- 1.1 The following general terms and conditions (hereinafter "GTC") apply to all contracts of SER Group, i.e., contracts between a contracting SER company and its affiliates ("SER"), with customers.
- 1.2 Affiliates within the meaning of these GTC are all companies controlled by or controlling the parties. Control means that, as a result of participation or domination, the controlling company directly or indirectly holds more than fifty percent (50 %) of the voting share capital of the controlled company.
- 1.3 Neither these GTC nor any contracts with or orders from Customer shall be subject to any general terms and conditions of Customer. SER hereby expressly objects to any applicability of general terms and conditions of Customer. Any terms and conditions of Customer different from the provisions of the Agreement or the GTC shall become part of the Agreement only with the express written consent of SER. The provisions of these GTC shall apply even if SER, with knowledge of different or conflicting terms and conditions of Customer, unconditionally renders services.
- 1.4 In addition to the General and Final Provisions (chapter I and VI.), the specific services shall be governed by the respective chapters II. through V. of these GTC.

2. CONTRACTED PRODUCTS AND SERVICES

- 2.1 The contracted products and services are specified in SER's offer as accepted by Customer and, depending on the contracted products and services, include, without limitation, the following:
- lease of software for a limited, term ("Subscription"), including support and Managed services (Doxis ICA service bundles),
 - on infrastructure operated by or on behalf of Customer ("On-Premise")
 - on infrastructure operated by or on behalf of SER ("SaaS/Cloud"),
 - performance of IT services
 - as subscription of Professional Services Bundles
 - as case to case order.
- 2.2 The licenses ordered by Customer (hereinafter the "System Components") can be made available for use either On-Premise and/or as SaaS/Cloud (collectively "Subscription"). In the case of On-Premise, Customer may install the standard software in the system environment operated by or on behalf of Customer and use the standard software for its intended purpose. The system environment must meet the requirements specified by SER for the standard software, i.e., the system environment must satisfy the relevant installation requirements as set forth, in particular, in the installation guide specifying the relevant system requirements.
- 2.3 Satisfying these installation requirements, i. e., procurement of the required hardware and software by Customer and providing a telecommunication connection up to the delivery point, is the sole responsibility of Customer.

3. FEES AND INVOICING

- 3.1 Unless otherwise agreed, the following provisions shall apply:
All prices / fees are exclusive of taxes, e. g., withholding tax and VAT at the legal rate. Invoices shall be due without deduction within 14 days from receipt of the invoice by Customer. Invoices will be issued in electronic format and submitted as an email attachment (PDF). Other forms of invoicing requested by Customer are subject to a reasonable handling fee, which SER may charge in this case.

Timeliness of payment shall be determined with reference to the date payment is received by SER.

- 3.2 SER shall invoice Customer in accordance with the following provisions:
- Fees for Subscription, including Doxis ICA Service Bundle(s) annually in advance
 - Fees for IT services monthly in arrears, in installments based on services rendered
- 3.3 The specific fees for Subscription of licenses and subscription of Professional Service Bundles are as agreed in the offer and include the following:
- For On-Premise: the recurring fee for use of the software, including the selected Doxis ICA Service Bundle and any one-time costs, if applicable
 - For SaaS/Cloud: the recurring fee for use of the software, including the selected Doxis ICA Service Bundle, plus any one-time costs, if applicable, and SaaS operation
 - For Professional Services Bundles: the recurring fee for the subscribed number of service days per interval.
- 3.4 Customer's obligation to pay the agreed fees shall commence on the provision date/commencement of contract specified in the offer.
- 3.5 The prorated fees for any time period preceding the beginning of the first full billing period shall be invoiced together with the fees for the first full billing period.
- 3.6 SER is entitled to adjust the amount of the remuneration for the contracted products and services to cover any costs of operation, materials, and/or labor according to the change of the index of average gross monthly earnings of full-time employees in Germany for the sector of IT services ("Index" - currently published in quarterly figures by the Federal Statistical Office under Group J 62, www.destatis.de) compared to the Index at the time of the last determination; in case of the first adjustment compared to the Index at the time of the beginning of the contract. In case of discontinuation of the Index, the subsequent index for this branch will be selected. Such adjustment in remuneration shall be first permitted after expiration of the minimum term and only once per calendar year. If the minimum term is more than three years, the first adjustment shall be permitted after three years. SER shall announce any price increase in writing or by email with at least three months' prior notice to take effect at the end of the calendar year. Customer shall have the right to terminate the Agreement extraordinarily for all components up to 30 days after SER has announced the price change.
- 3.7 Fees for IT services generally shall be invoiced based on time expended as specified in the offer, if they are not subscribed as Professional Services Bundles.
- 3.8 Prices for services do not include travel time or travel costs/expenses.
- 3.9 Travel time will be invoiced at the daily rate for time worked, provided however that only 50 % of travel time will be invoiced. Travel costs will be invoiced as follows: automobile – €0.70 per kilometer, train – first class, air travel – economy class, hotel – midrange class.
- 3.10 Hourly rates and person day rates apply to services rendered during our regular business hours, weekdays from 8:00 a.m. to 6:00 p.m. (CET/CEST) with the exception of nationwide legal holidays. A person day includes eight hours (8 hrs.).

Services rendered outside these business hours are subject to the following surcharges at the applicable hourly rate:

Day	Hours	Surcharge
Weekdays	6:00 a.m. to 8:00 a.m.	25 %
	6:00 p.m. to 8:00 p.m.	25 %
	8:00 p.m. to 6:00 a.m.	50 %
Saturdays	12:00 a.m. to 11:59 p.m.	50 %
Sundays	12:00 a.m. to 11:59 p.m.	100 %
Legal holidays	12:00 a.m. to 11:59 p.m.	200 %

4. LIABILITY FOR DEFECTS (STATUTORY WARRANTY)

- 4.1 SER shall be liable within the scope of the statutory liability for defects (statutory warranty) that during the contract term the System Components will operate as provided in the Product Information.
- 4.2 Software modules, including related documentation (hereinafter collectively referred to as the "License Material"), shall be examined by Customer without undue delay upon delivery, and any defects shall be reported to SER without undue delay. The report shall include a description of the defects that is specific enough from Customer's point of view. Upon demand of Customer SER shall make available to Customer, to a reasonable extent, such documentation and information as may be needed by Customer to assess any defects.
- 4.3 Qualified staff of Customer shall report any malfunctions of System Components to SER without undue delay, providing a detailed description of the symptoms. To the extent reasonable, and in accordance with SER's instructions, Customer shall take all necessary steps to minimize the time needed to diagnose errors and their causes and to minimize the time for error reproduction processes. In particular, Customer shall assist SER with the reproduction of malfunctions in connection with the remediation of defects.
- 4.4 For Subscription, SER shall at any time during the contract term, within a reasonable time period and at its own cost, remedy any defects duly reported by Customer, i. e., in accordance with the aforementioned regulations. However, this shall apply only if and to the extent that defects are not due to improper handling or operation of the software. To remedy defects, SER may replace any defective component/s with component/s that is/are free of defects and shall have the right to make necessary changes to data, e. g. to the format or structuring of data, in order to correct any malfunctions.
- 4.5 Any warranty rights of Customer shall be excluded, if defects are due to circumstances for which SER is not legally responsible, are due to any violations of the terms of use for the software, or are due to any changes to System Components made by or on behalf of Customer without the consent of SER. This shall not apply, if Customer has a right to make changes, including, without limitation, Customer's right to remedy defects on its own, and Customer makes such changes in good quality and workmanship and fully documents such changes. Sentence 1 of this sub-section further shall not apply, if and to the extent that Customer shows that a defect is not due to a change made in breach of the Agreement.
- 4.6 If in the course of the remediation of defects it becomes apparent that there was no malfunction of any System Components and the Customer could have recognized this had they engaged in a reasonable search for the cause of the defect, Customer shall

compensate SER for all costs incurred in connection with the error diagnostics based on time expended.

- 4.7 Defects covered by the warranty shall be remedied by SER, at its option, by repair or replacement. Customer shall set SER a reasonable grace period for repair or replacement. If two attempts of repair or replacement have conclusively failed, Customer may demand a reasonable reduction of the agreed fees or rescind the Agreement with respect to the defective portion (e. g., performance installment or solution package). Under this warranty any claims for compensatory damages or reliance damages shall be limited to the annual amount of fees due for the defective portion.
 - 4.8 To the extent possible and reasonable considering the effects of the defect, SER shall make available a workaround solution until the defect has been fully remedied.
 - 4.9 Remediation of a defect shall not be deemed to have failed unless and until remediation is impossible, is refused by SER, or is unreasonably delayed, or if there are reasonable doubts about the future success of remediation, or if further remediation efforts would otherwise be unreasonably burdensome for Customer.
 - 4.10 Any other contracted services (including, without limitation, any Customer-specific custom solutions, support/maintenance services in connection with Dosis ICA Service Bundles, or general IT services) shall, depending on the nature of the work/service involved, be subject to the statutory provisions governing contracts for the performance of work or the generally applicable laws governing malperformance. If (any part of) a task is subject to the statutory provisions governing contracts for the delivery of work, i.e., if the technical details of performance are fully described and performance involves delivering an objectively identifiable outcome, i. e. a work performance is involved; otherwise the performance involves a service).
- #### 5. LIABILITY
- 5.1 SER assumes no liability for any damages, delays, or obstacles to performance beyond the reasonable control of SER, including, without any limitation, any damages due to force majeure. The same applies to any damages resulting from any use of the System Components contrary to the Product Information, any inappropriate or improper use, or any use of the System Components for purposes other than those for which they are intended.
 - 5.2 SER shall be liable for damages - regardless of the reason - unless it proves that they are based on simple negligence and do not result from a breach of a material contractual obligation the performance of which is a prerequisite for the due performance of the Agreement and on the performance of which the other party may reasonably rely and generally does rely (material or cardinal obligations).
 - 5.3 Any liability for negligent breach of a material or cardinal obligation shall be limited to such damages and amounts as were reasonably foreseeable at the time the license was granted, and, in aggregate, shall be limited to the amount of actual coverage under SER's insurance policy. To the extent permitted by law, such liability shall not exceed 125 % of the contract volume for the current contract year and in any event, shall not exceed €1,000,000.00 per loss event.
 - 5.4 Any liability for personal injuries or liability under the German Product Liability Act or other mandatory liability provisions under applicable law shall remain unaffected by the foregoing limitations of liability.

- 5.5 With respect to Customer-Operated Components, SER shall be liable for the recovery of data only if and to the extent that Customer has ensured that such data can be recovered from other data material at reasonable expense. As part of its obligation to mitigate damages, Customer has an obligation, in particular, to back up data at regular intervals and to a reasonable extent.
- 5.6 In the event of strict liability for any obstacle to performance occurring while SER is in default with performance, the liability of SER shall be limited to such damages as were reasonably foreseeable at the beginning of the contract term.
- 5.7 Any strict liability of SER for defects that were already present at the time the Agreement was concluded is hereby excluded.
- 5.8 Liability for any other damages is hereby excluded, including, without limitation, any consequential damages, indirect damages, lost profits, lost data, or hardware malfunctions caused by any incompatibility of systems used by Customer.
- 5.9 **Force majeure:** SER shall not be liable or responsible for any delays in performance, any non-performance or any interruption of services due to force majeure, or any similar events which make it substantially more difficult or impossible for SER to render performance – including, without limitation, any strikes, lockouts, regulatory directives, etc. – even if the parties have agreed to binding deadlines or dates and even if such events occur at suppliers or agents of SER. Such events shall give SER the right to postpone performance by the duration of the impeding event, plus a reasonable startup time. The same shall apply, mutatis mutandis, if Customer breaches any cooperation obligations.
- 5.10 The foregoing provisions shall also apply for the benefit of SER's employees, representatives, subcontractors, suppliers and agents.
- ## 6. DEFAULT
- 6.1 If the Agreement provides for binding delivery dates, liability for default damages shall be limited to 0.1 % per day and, in aggregate, 5 % of the fee due for the delayed performance installment.
- 6.2 If performance (delivery/installation) is delayed for reasons for which SER is legally responsible, Customer shall provide SER with written notice of default, setting a reasonable grace period for performance and threatening to reject performance after expiration of the grace period. If SER fails to render performance despite such notice, Customer may rescind the Agreement. Customer may seek damages only if such damages were caused by SER intentionally or grossly negligently.
- 6.3 Force majeure, or any other circumstances for which SER is not legally responsible shall not result in performance default.
- 6.4 If SER is in default with performance, liability for default damages shall be governed by the above liability provisions of this section; all other liability is subject to section 5 (LIABILITY).
- 6.5 For SaaS/Cloud: If Customer is in default with payment of a substantial sum, SER shall have the right to block access to the SaaS components. Customer shall be deemed in default with payment at the latest when Customer has failed to make two outstanding monthly payments or has failed to make one quarterly or annual payment within 30 days of the payment due date. Customer's payment obligation shall remain unaffected thereby.
- ## 7. CONFIDENTIALITY
- 7.1 The parties agree that during the term of this Agreement and thereafter they each shall keep confidential all confidential information about the other party they receive in connection with this Agreement, including, without limitation, business and trade secrets, relating to secret know-how, including any knowledge gained about the contractual software, its bases, functions, processing, work and data flows, interfaces, redevelopment, improvement and all other details of the Licensed Products and work processes relating to their handling (hereinafter: "Confidential Information"), and that they shall not disclose such Confidential Information to any third parties, unless a party is required to do so under applicable law or this is necessary for the performance of a party's obligations under this Agreement.
- 7.2 Confidential Information shall include any information made available to the other party in any form, including any copies and records thereof, if:
- such information is designated as confidential or is expressly identified as confidential at the time it is made available by the disclosing party; or
 - such information must be kept confidential under the specific circumstances in light of the principles of good faith and fair dealing, by its very nature must be protected from disclosure, or would be regarded as protected and therefore as confidential by a reasonable third party; or
 - such information is required to be kept confidential under applicable law (e.g., under the EU General Data Protection Regulation (GDPR)).
- 7.3 The duty of confidentiality shall not apply to information
- which already prior to its disclosure was – without breach of confidentiality – known to the receiving party, or developed independently by the receiving party, or was otherwise lawfully obtained for the purpose of free disclosure to third parties by the receiving party; or
 - which is in the public domain or becomes part of the public domain or is published without any breach of contractual obligations;
 - which has been expressly approved for disclosure by the disclosing party in writing vis-à-vis the receiving party; or
 - which is required to be disclosed under applicable law or a binding court order or regulatory directive
 - which is free for disclosure under mandatory provisions of applicable law.
- 7.4 Customer shall keep the System Components in a safe location so as to prevent any misuse, implementing at least the same safeguards as Customer would implement to protect its own information. All staff with access to the System Components shall be advised of their duty of confidentiality in writing and shall be required to sign a non-disclosure agreement.
- 7.5 If either party should have a legal obligation to disclose information they have received from the other party to any third parties or authorities, such party shall – to the extent permitted by law – notify the other party thereof without undue delay upon discovery of the disclosure obligation, so as to avoid a breach of this Agreement in consultation with the disclosing party, if possible.
- ## 8. DATA PROTECTION AND DATA SECURITY, OUTSOURCED DATA PROCESSING
- 8.1 The parties each agree to comply with all applicable data protection laws, and, unless employees are already subject to a general duty to comply with data protection laws, to require their respective employees to comply with all applicable data protection laws.
- 8.2 Customer hereby warrants that if Customer, either directly or through SER, collects, processes, or uses any personal data, SER is duly authorized to do so under applicable law, and Customer agrees to indemnify and hold harmless SER from and against any and all liability to third parties in the event of any violation.

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- 8.3 Customer agrees, in particular, to comply with data protection laws, to the extent that Customer collects, processes or uses personal data in connection with using the System Components, and Customer shall – unless such collection, processing or use of personal data is already permitted by law – obtain the required consent from the data subject(s).
- 8.4 It is hereby clarified that both for purposes of outsourced data processing in general and within the meaning of data protection law Customer is the "controller" within the meaning of the EU General Data Protection Regulation (see Art. 4 no. 7 EU GDPR). Therefore, Customer is the exclusive owner, and has exclusive authority to dispose, of all Customer-related data in connection with the contractual use of the System Components.
- 8.5 SER assumes no responsibility for verifying that the collection, processing, or use of any data or content stored by or for Customer is lawful; this responsibility shall be assumed exclusively by Customer. SER may process and/or use such data in connection with these GTC only as instructed by Customer; in particular, SER is prohibited from making such data accessible to any third parties, except with the prior written consent of Customer. However, SER and its respective subcontractors shall have the right, to the extent permitted under applicable data protection law, to process and use data of Customer during the term of the contractual relationship (e. g., invoice data for purposes of invoicing Customer for services rendered).
- 8.6 SER and any subcontractors shall take technical and organizational security measures in accordance with the relevant provisions of data protection law, e. g., the requirements of the EU GDPR. Data of Customer shall be used and stored in encrypted form, so that they cannot be accessed or viewed by SER or any subcontractors.
- 8.7 If SER operates the software platform in the form of SaaS, SER shall operate and provide IT security for the platform without interfering with data of Customer, i. e., stored data shall not be modified or erased by SER, except as permitted for reasons of remedying defects. Operational use by users as well as issuance of and compliance with the specific rules for the archiving and deletion of data at Customer's business shall remain the responsibility of Customer.
- 8.8 As part of the contracted services, SER will process personal data on behalf of Customer, i. e., SER will be a processor within the meaning of data protection law, including, without limitation, the GDPR. If a data processing agreement is required, as is the case under Art. 28 GDPR, the parties shall enter into such a data processing agreement as soon as possible. SER shall make a standard data processing agreement available for this purpose.
9. PERFORMANCE BY THIRD PARTIES
- 9.1 SER may engage third parties for the performance of any or all of its obligations to Customer, provided that SER shall be liable for any such third parties to the same extent as for SER's agents.
- 9.2 If SER associates any third parties for performance of the Agreement, SER shall provide Customer with timely notice of such transfer of responsibility. Customer shall have the right to object to such transfer to third parties for good cause. Affiliates of SER shall not be deemed third parties and may be engaged by SER without Customer's prior consent. For avoidance of doubt, any third party engagement as part of the contractual deliveries and services are accepted by Customer with the respective order, if the engagement is specified in the respective offer, e. g., if it includes a third party add-on hosted by the third party or services to be performed by a third party. Any liability of SER shall remain unaffected thereby.
- 9.3 Insofar as contractual services of a third party are discontinued vis-à-vis SER and this requires changes of individual contractual items at the customer, SER shall replace them with equivalent services as far as possible. If this is not possible, the contractual partners shall seek a mutually agreeable solution.
- 9.4 If any services, e. g., the processing of support requests in the ticket system, are provided by a contract partner of SER, such contract partner shall provide such services as a subcontractor for SER. SER shall continue to be the general contractor for the entire contract term, and there shall be no transfer of responsibility for the performance to third parties within the meaning of the foregoing provisions.
10. CONTRACT TERM, TERMINATION
- 10.1 Unless otherwise individually agreed by the parties, the initial contract term (minimum contract term) for subscription services shall be 36 months and shall commence as follows:
- For On-Premise: on the first day of the month following placement of the order or conclusion of the Agreement.
 - For SaaS/Cloud: on the agreed date or on the actual date the System Components are made available. If there is no agreed date or the agreed date is invalid, the contract term shall commence on the first day of the month after the System Components are made available.
- 10.2 The contract term shall be automatically renewed for a term of 12 months, unless the Agreement is terminated at least three months prior to expiration of the minimum contract term or any renewal term.
- 10.3 The agreed (minimum) contract term shall in each case be independent of any expiration of the license due to any violation of the terms of use by Customer. Any termination for convenience prior to expiration of the minimum contract term is prohibited.
- 10.4 The right of either party to an extraordinary termination of the Agreement for good cause shall remain unaffected. Good cause meaning that (1) there is an objective reason for the termination, which is derived from events that the party giving notice is not responsible for and that (2) the terminating party – taking into account all the circumstances of the individual case and weighing the interests of both parties – cannot reasonably be expected to continue the Agreement until the expiry of the ordinary termination period.
- 10.5 Any notice of termination must be in written, signed form.
- II. SOFTWARE LICENSING (SUBSCRIPTION)
11. LICENSED RIGHTS
- 11.1 Customer receives the non-exclusive right, limited to the term of the Agreement, to use Customer-Operated Components (On-Premise) and/or to access the SaaS components (SaaS/Cloud), and to use the functionalities of the System Components (including updates/upgrades) in accordance with these GTC, the offer, and the applicable schedules.
- 11.2 "Customer-Operated Components" are software licenses made available by SER in accordance with the Agreement and installed and operated on Customer's own responsibility. Customer has no right to use or allow any third parties to use, or to make accessible to any third parties, the System Components beyond the use provided for in the Agreement. In particular, Customer is prohibited from copying, selling, or transferring the System Components to any third parties for a limited time period, including, without limitation, by lease or loan agreement. The license however covers use (1) by affiliates of Customer and (2) by third parties for

Customer's internal business purposes or the internal business purposes of its affiliates, for example by temporary employees, the data protection officer, auditors or supervisory bodies, or governing bodies of the company. Customer and/or permitted third parties have the right to use the service to process exclusively data of Customer's business. Data of Customer's business may also include data of employees and/or partners of Customer. Processing data for third party's purposes or on behalf of a third party or in exchange for remuneration is prohibited.

- 11.3 If on the part of the Customer higher user numbers or additional options that have not been licensed are installed in the system within the license protection for technical purposes (e. g., parameterization of the license file), e. g., to make it technically possible for users to log on via different clients, only the license types, user types, user numbers, volumes and/or system scope actually purchased shall continue to be relevant for the agreed scope of use and use shall be limited to that extent. This scope of use may not be exceeded, and additional licenses must be obtained for any use exceeding this scope. The same applies to individual solutions or solution packages: Here, the right of use is limited to the respective solution or solution package, even if all technical features and services used in the solution are technically enabled. This shall not constitute a general right of use. Offered options, solutions, and solution packages are only included within the agreed scope of use if Customer has contracted and paid for them. Customer shall protect the usage and access authorizations assigned to Customer or its users, including the authentication backups, from access by third parties and shall not pass them on to any unauthorized users. Customer shall notify SER without undue delay if Customer suspects that access data and/or passwords may have been acquired by any unauthorized persons.
- 11.4 Customer hereby licenses to SER and its subcontractors, effective at the latest as of the date content is entered, the rights to use, including, without limitation, by copying, data generated by Customer when using the software as well as files stored by SER on behalf of Customer, to the extent necessary for the performance of SER's contractual obligations. At the same time, Customer hereby represents that Customer has the right to grant this license. Customer hereby further licenses to SER the right to use data for automated improvements of SER's services (e. g., shared knowledge bases). If this is not desired by Customer, Customer shall notify SER accordingly, in which case Customer shall have no right to any improvements to SER's services resulting from automated improvements. Contractual and legal requirements regarding data protection and the protection of business secrets shall remain unaffected thereby.
- 11.5 Unless there are legal exceptions, Customer may not in particular (a) copy the License Material, in whole or in part, permanently or temporarily, except for its intended use and within the scope of this Agreement or for necessary backup copies, (b) translate or process the software or copy processing results, or (c) decompile the software (reverse engineering) except in cases where this is expressly permitted by law. The removal of any copy protection or similar protection routines is permitted only if this protection mechanism impedes or prevents trouble-free use of the program. Customer shall carry the burden of proof for such impediment or prevention. Customer must not under any circumstances remove or alter any author credits, serial numbers, or other markings used for identifying the program. SER shall remain the owner of all rights to the License Material, even if Customer makes changes to the License Material or combines the License Material with its own programs or those of a third party. In all other respects, the rights

and obligations of the parties shall be governed by mandatory provisions of applicable law, including, without limitation, copyright law. Customer may only entrust aforementioned actions to a commercially acting third party, which might be competing with SER, if SER does not want to implement the desired changes itself against reasonable compensation. Customer has to provide SER with reasonable periods for review and execution.

- 11.6 Unless rights are expressly licensed to Customer in accordance with these GTC, all rights to the License Material, including, without limitation, copyrights, rights to or in inventions, as well as technological proprietary rights, are owned exclusively by SER or the relevant rights holders (e. g., suppliers). Customer shall infringe no intellectual property rights, including copyrights, of any third parties when using the licensed software (e. g., when using texts/data of third parties).

12. DEFINITION OF LICENSE TYPES

License per mailbox	Licensing restricted to a number of mailboxes
License per seat	Licensing restricted to one work station or one workplace
Connector license	Licensing for technical users for the exclusive and direct connection to the third-party system specified in the product description or envisioned according to the purpose of the agreement, e.g., the Doxis HHTP Content Server is only licensed for exclusive and direct connection to the SAP system; a connection with any additional, upstream or downstream, third-party systems is not permitted.
License per user	Licensing restricted to a number of users – refer to user types definition
Licenses of additional options	Licensing of certain additional options, e.g., defined modules
License of solution packages	Licensing limited to a solution package (e.g., contract management or personnel file) and associated modules
Server license	Licensing restricted to one server, in some cases dependent on the number of processors
Volume license	Licensing of defined volumes (e.g., according to storage, pages, or documents in a given time period)

13. DEFINITION OF USER TYPES/USERS

Named User	NU	Registered Standard User who may log on at any time
Simultaneously Logged On Users	SLU	Maximum number of Standard Users who may be logged into the system or are allowed to work with the system at the same time. The terms SLU and CC become synonymous; however, they are related as SLU in terms of their technical characteristics.
Concurrent User	CC	
Technical User	TechU	A Technical User who, for example, is logged on as a user via an API. In terms of the scope of the license

		only the number of natural persons linked via this TechU is relevant.
Registerable LWU	RegLWU	Maximum number of registerable Light Weight Users who are allowed to be registered in the system.
Light Weight User	LWU	Maximum number of users with contractually defined restrictions for use (e.g., read-only, total number of parallel sessions, session duration, session interval, maximum number of documents per day, etc.) who may be logged into the system or are allowed to work with the system at the same time.

- 13.1 To the extent that the software positions do not expressly define any particular type of license (e. g., SLU – Simultaneously Logged on User or CC – Concurrent User), Named User licenses are involved.
- 13.2 The various contracted products and services (software module, support services) are described in the relevant product documentation and/or schedules. Customer shall take into consideration, and comply with, all information regarding use of the software, including, without limitation, installation instructions, administrator handbooks, user documentations, product specifications, and release notes (hereinafter collectively referred to as "Product Information") as last made available or published. SER shall have no obligation to remedy any defects resulting from a failure to comply with the aforementioned obligation. This Product Information exhaustively defines the qualities and features of the License Material, and no other, additional features or qualities of the contracted products or services shall be owed by SER. The detailed description of the contracted products and services in the Product Documentation is no representation of any particular qualities. Such representations are made by SER only expressly and in writing on a case-by-case basis.
- 13.3 Unless Customer expressly purchases a test system or a test license, any non-productive use of the software for development or testing purposes other than data backup is prohibited.
- 13.4 If SER makes available to Customer new versions of any License Material in connection with the performance of the Agreement, e. g., supplements (service packs, hot fixes) or updates, such material shall be subject to these license terms, as well, and shall be considered License Material within the meaning of these GTC. The same shall apply to work results and custom developments. SER reserves the right to make available the same work results/program versions to third parties. If and to the extent that Customer uses any new versions of the License Material, the right to use the prior version shall expire.
- 13.5 In the event that Customer purchases any third-party products, it is hereby agreed that, in addition to these license terms, the license terms of the relevant manufacturer/licensor shall apply. Upon request SER will communicate to Customer the license terms of the relevant manufacturer.
- 13.6 If and to the extent that the software includes open source software (OSS) relevant to performance of the Agreement, e.g., the search function, SER shall notify Customer thereof, for example as part of the software documentation. SER hereby warrants that it shall use only OSS licenses that do not restrict Customer's use under these GTC.

13.7 The License Material is subject to the export control provisions of the Federal Republic of Germany, the European Union, Switzerland and, if a supplier with a principal place of business in the United States is involved, the laws of the United States. Customer is obligated to comply with these export control provisions and to obtain the appropriate permits and approvals for any exports, re-exports and imports, should this be required for the agreed use of such License Material outside Customer's own domicile.

14. TECHNICAL ANALYSIS

14.1 Within the scope of its services, SER may use reasonable technical measures for anonymous, statistical recording and transmission of license use.

14.2 The measures provided for in the preceding paragraph allow for a technical analysis of user behavior, but are not intended to continuously monitor the scope of use. If SER should fail to notify Customer of any detectable use in excess of the scope of use, this shall not be construed as implied consent or a waiver of any rights or claims SER may have. Customer shall continue to be responsible for compliance with the agreed scope of use.

14.3 SER shall have the right to audit compliance with the license terms. This audit shall be carried out during normal office hours and preceded by reasonable prior notice. The audit must generally be performed by SER or a third party authorized by SER. At the option of SER, the audit may also be performed by Customer personally, who shall then confirm the findings of its audit in a written declaration confirming compliant use of the license.

15. SUSPENSION OR EXPIRATION OF LICENSE

15.1 If Customer violates any material provisions of the license terms or terms of use and fails to cure such violation despite a demand from SER setting a reasonable time period for cure, Customer shall cease use of the License for the duration of the violation. In case of a severe violation that is not remedied within the above-mentioned period for cure, the license expires and Customer shall destroy or return the License Material, including any copies thereof. Customer shall confirm to SER in writing that Customer has complied with the foregoing obligation. The agreed fees and (minimum) contract term shall remain unaffected thereby.

15.2 Any right of Customer to terminate the Agreement for good cause without notice if the use of the software, or any part thereof, is terminated, is hereby excluded.

16. RETURN/DELETION/BACKUP COPIES – FOR ON-PREMISE

At termination of the Agreement Customer shall return the standard software, including any updates, handbooks, and documentation, to SER. Any copies made by Customer shall be fully and irretrievably deleted. If the backup of data, including programs used by Customer, at regular intervals is necessary for reasons of data security, Customer shall have the right to produce a necessary number of backup copies. Such backup copies may only be used to restore data during the contractual relationship. Any use of the software after termination of the Agreement is prohibited. If elements to be returned or deleted by Customer are part of the backup processes and backup copies cannot be destroyed or returned to SER at reasonable expense, Customer shall be permitted to keep such backup copies.

17. INDEMNITY FOR INFRINGEMENTS OF THIRD-PARTY RIGHTS

17.1 SER shall indemnify and hold harmless Customer from and against any and all claims of third parties that restrict or prevent the agreed use of the License Material by Customer, unless SER neither knew nor should have known of such third-party rights. In the event of

any infringements of third-party rights, SER shall provide Customer, at SER's option, with the right to use the License Material without infringing any third-party rights or replace the License Material with equivalent License Material that does not infringe any third-party rights. The scope of indemnity is subject to the above liability provisions. SER shall litigate any necessary legal disputes in its own name and at its own cost. Customer shall provide SER with reasonable support within the limits of Customer's cooperation obligations and, in particular, notify SER of any claims of third parties without undue delay. SER shall issue instructions for the defense of such claims to Customer without undue delay. SER reserves the right to settle any legal disputes at its sole discretion, and Customer shall perform any litigation-related actions – to the extent necessary – only with the consent of SER.

17.2 For Customer's own programs and for programs for which Customer has the right to have such programs edited or modified and the right to use the edited or modified programs, Customer hereby licenses to SER the right to make such edits or modifications for Customer. Customer, in turn, shall indemnify and hold harmless SER from and against any and all claims that may be brought by third parties as a result of the editing or modification of such programs.

III. IT PROJECT SERVICES: INSTALLATION – SYSTEM SOLUTION – SERVICE

18. SCOPE OF PERFORMANCE IT PROJECT SERVICES

18.1 SER shall perform the services as described in detail in the offer. SER shall be free to determine the time and place of work, taking into consideration the agreed requirements. Employees of SER shall not become employees of Customer, even when working on the premises of Customer.

18.2 Customer shall provide the employee(s) assigned by SER to the project with all documentation, records, and information needed for the performance of their work. Additional project-specific cooperation obligations and, if applicable, formal acceptance/requirements, shall be specified in the further course of the project, for example, in the performance specifications.

18.3 As a matter of principle, work shall be performed remotely/online, also and in particular in the form of mobile work, at the offices of SER, or – to the extent required for the performance of the Agreement in a particular case – at the offices of Customer.

19. INSTALLATION – DELIVERY – SERVICE

19.1 In case of On-Premise, SER shall notify Customer of the installation requirements in due time prior to the delivery date. Customer shall meet such installation requirements within the sphere of his responsibility as a material contractual obligation in good time prior to the delivery date at its own cost and continue to meet such installation requirements for the time of provision of the services.

19.2 SER shall install and/or configure the licensed components at the location of Customer, provided that this service is part of the Agreement. Functionality shall be demonstrated by an initial functionality test, which shall demonstrate the basic functions of the licensed solution packages. Any additional demonstration of functionality shall require a separate agreement.

19.3 The development of custom software is not part of the Agreement, and no exclusive licenses are granted in this regard. If and to the extent that Customer-specific adjustments are made in the course of customization, these work results (e.g., scripts) can be made available to Customer.

20. FORMAL ACCEPTANCE/WARRANTY LIABILITY – FOR IT PROJECT SERVICES

20.1 In case of a work (see differentiation above), the work (installments) to be performed and delivered under each contract shall be formally accepted by Customer. All acceptance criteria for a work shall be conclusively defined in the Agreement. Depending on the nature of the project, a work may also be formally accepted in installments. In this case, the entire work shall be deemed to have been accepted upon acceptance of the last installment (final acceptance).

20.2 Formal acceptance requires a successful functionality test. The functionality test shall commence at the latest within three (3) workdays after SER has notified Customer that the work is ready for acceptance. Formal acceptance of a work shall be documented in a written acceptance protocol to be signed by both parties, electronic form (e.g., email) being sufficient.

20.3 If no material defects are discovered during the functionality test, Customer shall formally accept the work in writing. If Customer fails to formally accept a work within a reasonable time period, Contractor may set a reasonable grace period for formal acceptance of the work. When this time period has expired Customer shall be deemed to have formally accepted the work, if Customer neither formally accepts the work in writing nor notifies Contractor in writing of the reasons why acceptance is refused. Moreover, Customer shall be deemed to have formally accepted the work if the underlying software component is in productive use by Customer.

20.4 In the event that Customer discovers any defects during the formal acceptance, SER shall remedy such defects within a reasonable time period. SER shall inform Customer of successful remediation. In this case, Customer shall have two (2) weeks to accept the work in writing. If Customer fails to accept the work in writing within the two-week period, Customer shall be deemed to have accepted the remediation of defects. Any acceptance made subject to reservations has to be accompanied by a detailed description of the defects.

20.5 Customer may refuse to accept a work only if there are errors of error category 1 or an unreasonable number of errors of error category 2. Errors shall be assigned to the following error categories by mutual agreement of Customer and SER. SER reserves the right to make the final decision. The following three error categories are defined:

- Error category 1 = major defect (priority 1)
refers to a defect that renders use of the software impossible, also referred to as system standstill
- Error category 2 = substantial error (priority 2)
refers to a defect that substantially limits use of the software
- Error category 3 = minor defect (priority 3)
refers to a minor defect that allows the software to be used with no or only insubstantial limitation

20.6 Defects reported by Customer within the agreed warranty period of 12 months from acceptance shall be remedied by SER at no charge. If SER fails to comply with a demand for remediation of defects within a reasonable time period, Customer shall have the right to reduce the agreed compensation without setting SER another grace period. Customer shall be responsible for any losses and additional cost resulting from a violation of its cooperation obligations. SER assumes no liability for any consequences resulting from a breach of Customer's cooperation obligations, including, without limitation, any resulting delays.

IV. DOXIS ICA SERVICE BUNDLES (SUPPORT AND MANAGED SERVICES/MAINTENANCE SERVICES)

21. SCOPE OF PERFORMANCE FOR DOXIS ICA SERVICE BUNDLES

- 21.1 In addition to the licensed rights to the software (see above), the delivery of support and managed services (hereinafter "Doxis ICA Service Bundles/Maintenance Services") for the software components specified in the offer are another component of On-Premise and SaaS/Cloud and are part of the Doxis ICA Service Bundles for the Doxis Intelligent Content Automation ("Doxis ICA") Software. Maintenance Services shall be provided according to the ordered service level (silver, gold, platinum) and the options selected for each level, as applicable.
- 21.2 The services described below relate to the silver level, which is a basic prerequisite and standard part of the contracted services. Additional services, such as services of the gold and platinum levels and of the various options available at each level, are described in more detail in the Service description Doxis ICA Service Bundles and are included in the services only if specifically ordered. Unless otherwise agreed, the respective service levels are only defined for the productive system of Customer and not for other systems, e. g., test systems.
- 21.3 Based on the licensing of rights alone, SER has no obligation to instruct or train staff of Customer. The Doxis ICA Service Bundles include access to online training for the ordered number of users; additional instruction and training for the software is offered by SER for additional payment. Customer shall train one or several staff members on the System Components, e.g., by having them attend training courses at SERacademy ("Qualified Staff". Such training courses shall be ordered separately. These Qualified Staff of Customer shall then provide internal user support and shall forward support requests to SER. First level support (helpdesk) for users is made available only at the platinum level and only if this option is specifically ordered.
- 21.4 Maintenance Services are intended to maintain the software components in operational condition, but include no guarantee that the software components will operate free of malfunctions at all times.
- 21.5 For On-Premise: Operating systems, databases, Java JVM and JEE AppServer are not part of the Agreement, but are installation requirements for software products of SER.
- 21.6 Maintenance Services will be provided through a ticket system, a remote diagnostic tool using a remote connection to the installed systems, and/or by telephone or email support (hotline) during the agreed on-call service hours. In addition, and to the extent necessary, steps to remedy malfunctions at the site of installation will be taken, if specifically ordered.
- 21.7 Unless otherwise agreed, the service desk of SER can be contacted as follows:
- Email: servicedesk@sergroup.com
 - Phone: 0800/1198400,
 - Phone International: +49 (0) 228/90896-300
- 21.8 SER shall begin to provide Maintenance Services within the agreed response time. SER has no obligation to complete remediation measures within the response time.
- 21.9 Support services are intended to maintain the software up-to-date by making available/installing bug fixes, patches, service packs, and updates. In the case of On-Premise or Customer-Operated Components, Customer is responsible for installing bug fixes, patches, service packs, and updates.

21.10 SER's support obligation shall be subject to the product support cycle of SER, which is based on major versions. The version schema will follow the standard: <Major>.<Minor>.<Patch | HotfixDesc>, e. g., Doxis CSB 12.1.0. In the silver level as described in these GTC, any major version will be supported for (1) as long as no successor major version is available. and (2) once a newer major version is available, the predecessor continues to receive support for at least two years, starting to count at the successor's release date. For the gold and platinum level, this timeframe for continued support on the predecessor version is longer and closer defined in the Doxis ICA Service Description. Patches, Bugfixes et. al. are only provided for the current Major Version and the last Minor Version of the preceding Major Version. SER's obligation to service the software shall not terminate if installing the new version of the software is unduly burdensome for Customer.

21.11 Updates and adaptations for Customer's own customizing/custom solutions shall be the responsibility of Customer or shall be made available pursuant to a separate project agreement.

21.12 Support of third-party components is subject to the release and support models as well as the support policies of each manufacturer, which are binding for SER. SER assumes no additional obligations in this respect.

22. ON-CALL SERVICE/SERVICE HOURS

Unless otherwise ordered by ordering the gold or platinum service level and/or specific options, Managed Services shall be provided Monday through Friday – except on nationwide legal holidays at the place of performance (site of installation) – from 8:00 a.m. to 6:00 p.m.

23. CUSTOMER'S COOPERATION OBLIGATIONS

23.1 When using the System Components and reporting and diagnosing errors, Customer shall follow the electronic documentation and any other information provided by SER, in particular installation instructions, administrator manuals, user documentations, product descriptions, and release notes (hereinafter collectively "Product Information") in the most recently transmitted or published versions. In particular, Customer shall exclusively use manufacturer-supported versions of any operating system, database, browser, etc. in compliance with the releases for the programs and shall without undue delay install any new versions of Customer-Operated Components made available by SER and meet the system requirements specified by SER.

23.2 Customer shall afford SER the time and opportunity needed to perform Maintenance Services. In particular, SER shall be provided with unrestricted access to components receiving maintenance. Technical equipment needed to provide Maintenance Services, such as telephone service and a secure, sufficient high-performance remote connection, shall be made available by Customer in operational condition and at no charge.

V. SAAS/CLOUD

24. SCOPE OF PERFORMANCE FOR SAAS/CLOUD SERVICE

24.1 SER shall make the components specified in the offer available to Customer for use during the agreed contract term in accordance with the provisions of these GTC, the offer, and the schedules.

24.2 Customer shall be provided with the technical possibility and authorization to access the SaaS Components using a browser and/or Customer-Operated Components delivered by SER, in order to use the System Components in accordance with the Agreement.

- 24.3 Customer is responsible for installing and updating Customer-Operated Components, unless otherwise agreed in writing. SER shall make updates available for downloading. Furthermore, the provisions of the chapter Dosis ICA Service Bundles apply.
- 24.4 SER shall always offer the latest version of the SaaS Components. SER shall have the right to update these new program versions of the SaaS Components independently. SER shall have no obligation to make the SaaS Components available during the updating process. Permitted time windows for updating and the maximum length of non-availability of the SaaS Components are defined in an SLA.
- 24.5 The parties are aware that changes in the agreed service levels and/or SaaS Components may become necessary in order to respond to changes in operational and/or technological requirements or changes in the supply chain. This also, and in particular, includes replacement of a subcontractor that may have an impact on services or the discontinuation of products. In such case, the parties shall work together to find a solution. If no agreement can be reached, each party shall have the right to terminate the Agreement for good cause effective as of the date the change occurred, provided that the continued performance of the Agreement would be unduly burdensome for the terminating party.
- 24.6 SER shall have the right to make changes to the System Components, in particular changes to guarantee their functionality and to comply with data protection requirements.
- 24.7 Except as provided herein, the type and scope of the contracted products and services shall be governed by the provisions of the offer and the SLA. Consulting, training, or other services shall be ordered separately.
25. CUSTOMER'S COOPERATION OBLIGATIONS
- 25.1 Customer shall perform all agreed (cooperation) obligations and incidental contractual obligations required for the performance of the Agreement. This shall include, without limitation, the following obligations. Specifically:
- Customer shall not misuse or allow any third parties to misuse the System Components, in particular by transmitting any offers of information with unlawful or inappropriate content or providing any information that is intended to incite hatred, induces criminal acts, glorifies or trivializes violence, is sexually offensive or pornographic, is liable to pose grave moral risks to children or teenagers or to adversely affect their well-being, or may damage the reputation of SER or any subcontractor;
 - Customer shall make no attempt, either directly or through any unauthorized third parties, to access any information or data without authorization, or to interfere or cause any third parties to interfere with the System Components, or to access any data networks/systems of SER or any subcontractor without authorization; in particular, penetration tests are subject to the prior consent of SER and must be in compliance with any policies of affected subcontractors;
 - Customer shall indemnify and hold harmless SER from and against any and all claims of third parties which are based on any unlawful use of the System Components by Customer or with the approval of Customer or which arise from any legal disputes related to use of the System Components. Customer shall notify SER without undue delay if Customer becomes aware of any such violations, including any impending violations; and
- Customer shall require users who have been authorized to use the System Components in accordance with the Agreement to comply with the above duties of cooperation.
- 25.2 If and to the extent that SER is unable to provide services as agreed as a result of Customer's failure to perform any of its cooperation obligations, SER shall not be responsible for any resulting malperformance.
- 25.3 To the extent within the control of Customer, Customer shall be responsible for meeting the system requirements for the agreed use of the contracted products and services, in particular by making available a connection to the delivery point (router of data center) that is appropriate for the purposes of Customer (access requirements).
26. USE OF SYSTEM COMPONENTS IN BREACH OF AGREEMENT
- 26.1 In the event of any breach of a material obligation under this Agreement, including, without limitation, of the cooperation obligations under the preceding section, by Customer or any user designated by Customer, SER shall have the right to block access to the SaaS Components and the data of Customer, unless Customer cures the breach within a reasonable time period set by SER. Access will not be restored unless and until Customer has cured the breach or has provided a reasonable cease-and-desist agreement with a penalty clause to SER and/or its subcontractors to eliminate the risk of any further breach. In such case Customer shall have a continued obligation to pay the agreed monthly fees.
- 26.2 In the event of any breach of the customer cooperation obligations under the preceding section, Customer shall be liable for actions of its users to the same extent as for its own actions. If and to the extent that Customer is not liable, Customer shall upon the demand of SER provide SER without undue delay with all information needed to bring claims against a user, including, without limitation, the name and address of the user.
27. OBLIGATIONS AT TERMINATION OF THE AGREEMENT
- 27.1 At the time agreed upon by the parties, however at the latest at termination of the Agreement or any post-contractual support services (see below), SER shall make available to Customer the data of Customer stored by Customer on systems of SER or any subcontractor by delivering such data on standard data carriers or by remote transmission using a standard data format, usually in the format in which the data were received. For a transfer it shall be sufficient for compliance with the contractual obligations that exclusively an export of document content in the original format along with metadata (descriptors) in the form of an XML file is executed, but without any additional stored information related to the documents.
- 27.2 When using "BLOB Storage" of public cloud providers, another permitted option is to transfer rights of access and rights of use to the "BLOB Storage" of the public cloud provider, provided that this is technologically feasible and both parties have agreed. Such services of SER, which go beyond the scope of the agreed services, are subject to an additional charge.
- 27.3 Upon the demand of Customer, SER shall, in exchange for reasonable compensation, cooperate with a third party as instructed by Customer for a period of up to six months after termination of this Agreement and for purposes of winding up the Agreement, provided that Customer shall make such a request in a timely manner, at the latest one month before the termination date of the Agreement. Any such cooperation shall be limited to the following:
- the transmission of data stored by Customer,

- the transmission of any other data related to Customer, unless they involve business secrets of SER or any subcontractor,
- instructing employees of the third party in the details of Customer's systems.

27.4 Any services rendered by SER at termination of the Agreement in accordance with the preceding sub-sections shall be charged separately based upon time and materials, if such services go beyond the contracted services defined in paragraph 1 of this sub-section. This shall also include fees for any extension of hosting services, if possible, beyond the agreed contract term. Fees shall be based upon the general rates of SER for services in effect at the time of termination or – if applicable – based upon such daily rates for services as were last agreed upon by the parties. In addition, Customer shall reimburse SER for all necessary expenses, except for the delivery of documents.

VI. FINAL PROVISIONS

28. FINAL PROVISIONS

28.1 The agreements exchanged by the parties in written form, in particular a contract (including schedules) or offer accepted by Customer, including these GTC and the applicable documents referenced therein, reflect the entire agreement between the parties with respect to the subject matter hereof. The written form requirement can also be met by a documented electronic form, i. e., signatures transmitted electronically (fax, transmission of scanned signatures via e-mail, or electronic signature procedures, e. g., the AdobeSign or DocuSign eSignature procedure).

28.2 For the term of the Agreement and for a period of two years thereafter, the Parties shall not offer employment to any employee or former employee of the other Party, or attempt to directly or indirectly induce any such employee to terminate their employment, provided that such employee has come into contact with the other Party through the provision of the Services. For any case of violation of this section the violating Party must pay the other Party a penalty in the amount of one annual salary (including provisions and bonuses) of the solicited employee as received by the employee in the year prior to the violation.

28.3 The parties have made no oral collateral agreements with respect to the subject matter hereof. Any modification or amendment must be in written, signed form or documented electronic form (as defined above) and must be expressly identified as such. Any waiver of this requirement of written, signed form or documented electronic form likewise must be in the same form.

28.4 Any provisions different from these GTC that may be specifically negotiated by the parties shall take precedence over these GTC.

28.5 If any provisions of this Agreement should be or become invalid or unenforceable, or if any provision should have been inadvertently omitted from this Agreement, the validity of the remaining provisions shall remain unaffected thereby. Any invalid provision shall – if necessary – be replaced by the parties with such valid provision as most closely reflects the economic intent and purpose of the original provision; the same shall apply in the event of any omitted provisions.

28.6 Customer shall have no right to offset any counterclaims against claims of SER, unless such counterclaims are undisputed or have been established by a final and conclusive court judgment. Customer shall have no right of refuse performance based upon any counterclaims, unless such counterclaims arise from the same contract.

28.7 The legal relationship between the parties shall be subject to the law of the Federal Republic of Germany, with the exception of the

UN Convention on Contracts for the International Sale of Goods and conflict of laws provisions. Exclusive venue and jurisdiction for any and all disputes arising from or in connection with this Agreement shall be in the courts of Bonn, Germany. The place of performance for all obligations arising from this Agreement shall be the place of the contracting SER company's registered office.