Special Conditions of Contract (SCC) - Services

to the General Terms and Conditions of EnBITCon GmbH Status: 25

October 2021

1 Scope

These Special Terms and Conditions of Contract (hereinafter referred to as **"GTC"**) shall apply to all contracts of EnBITCon GmbH for the provision of services. In addition, the General Terms and Conditions (**"GTC"**) of EnBITCon GmbH shall apply. These BVB as well as the GTC are each available online at https://www.enbitcon.de/rechtliche- information/agb/. In the event of any contradictions, these GTC shall take precedence over the GTC.

2 Scope of services

2.1 Services within the meaning of these Special Terms and Conditions may in particular be:

2.1.1 General advisory, training and other support services, insofar as these are not already regulated more specifically in other Special Terms and Conditions;

2.1.2 Maintenance / support services in relation to hardware / cloud services / standard software;

2.1.3 Service/support services within the framework of service contracts.

2.2 The exact scope of services is regulated in the offer.

2.3 EnBITCon shall always perform services (in particular maintenance/maintenance/services) during the service hours stated in the offer/price list. Unless otherwise agreed in the offer, the customer shall not be entitled to demand that EnBITCon performs services outside the service hours, also not within the scope of the installation of updates. EnBITCon may perform these activities outside the service hours at its own discretion and charge agreed surcharges for this.

2.4 For the services rendered according to these BVB EnBITCon shall only owe the activity, but not the success intended by the customer, unless EnBITCon has contractually assured a certain success.

2.5 Clause 2.4 also applies to services aimed at eliminating an error occurring in the customer's IT system. In this context, the search for the cause is an integral part of the service, since errors can have different causes and these can only be determined at first go in the rarest of cases. The selection of the activity is therefore at the discretion of EnBITCon. EnBITCon will always first search for and eliminate the closest, most probable cause of the error, without thereby promising that this will bring about the desired success.

2.6 In the event of imminent danger, for example in the event of a serious security breach with regard to hardware / cloud services / standard software and/or in the event of a virus attack on the customer's IT systems, EnBITCon shall be entitled, even without being commissioned to do so, to perform activities required to avert the danger and to charge for such activities on a time and material basis. EnBITCon shall inform the customer about such measures in advance, if possible.

2.7 EnBITCon shall be entitled to have services rendered by third parties as subcontractors.

2.8 If, in EnBITCon's estimation, the procurement of hardware (components), standard software, data carriers, ink ribbons, toners, batteries, printing units or other consumables is required for troubleshooting, EnBITCon shall always first obtain a separate order from the customer. If the customer places the order suggested by EnBITCon for troubleshooting, he shall also bear the costs

if the desired success does not occur. In this case, EnBITCon shall endeavour, as a gesture of goodwill, to sell the newly procured goods elsewhere and credit any proceeds to the customer.

2.9   If EnBITCon undertakes the installation of software within the scope of the agreed services, this shall exclusively concern the agreed version, in the absence of an express agreement the current version available on the market at the time of the conclusion of the contract. EnBITCon shall not be liable for the installation of all releases, updates, upgrades, patches and builds available at the time of installation, even if these are recommended by the manufacturer of the software and are already widely available on the market. It is the customer's responsibility to install these, unless otherwise expressly agreed. EnBITCon shall, however, be entitled to install later versions and releases at its own discretion, unless the customer has given EnBITCon written instructions to the contrary.

2.10   Within the scope of the installation of software, the software settings (in particular parameterisation and selection of set-up options) are at the dutiful discretion of EnBITCon, unless specific specifications have been expressly agreed.

2.11   The customer has no right of withdrawal after conclusion of the contract.

3   Performance quotas

3.1   The customer may purchase monthly service quotas from EnBITCon for the provision of services, provided this is agreed accordingly in the offer. Service quotas can be agreed in the following forms:

3.1.1   Time quotas: The customer acquires a contingent for an agreed (minimum) effort for services. Services rendered will be deducted from this quota according to time spent -   irrespective of specific EnBITCon employees and their hourly rates.

3.1.2   Value contingents: The client acquires a contingent for an agreed (minimum) value for services. Services rendered are deducted from this quota according to the respective effort and agreed hourly rate.

3.2   If the customer has purchased service quotas for the provision of services from us, he can call them up by telephone or in writing during our normal business hours. However, we only owe a specific response time if this has been agreed in text form.

3.3   Service quotas not called up / used in a month expire at the end of the month, unless otherwise stipulated in the offer.

4   Trainings

4.1   If EnBITCon agrees with the customer on the provision of training services, the training shall take place in training rooms to be determined by EnBITCon. If the training takes place at the customer's premises, the customer shall be obliged to provide sufficient technical equipment required for the training there free of charge. Training participants must have basic knowledge in the technical field covered by the respective training. If we incur travel costs, accommodation costs or other expenses in the course of the training, these expenses shall be reimbursed by the customer against proof.

4.2   Insofar as the costs of the training were not expressly listed in the offer, these will be invoiced additionally according to expenditure.

5   Special obligations of the customer

5.1   If EnBITCon contractually takes over the installation of hardware, the customer shall provide for the necessary power and network connections within reach of the operating environment at its own expense. Unless otherwise agreed or provided for in a manufacturer's specification submitted by EnBITCon upon conclusion of the contract, at least one conventional single-phase alternating current connection with 240 volts and one Ethernet network connection shall be provided per independent computing unit (e.g. per server or workstation computer).

5.2   The customer shall independently ensure a complete backup of its data files and up-to-date virus protection before EnBITCon begins to set up hardware or install software.

5.3   The customer shall provide EnBITCon with access to the IT systems on which EnBITCon provides its services at its own expense. The necessary identifiers and passwords for access with administrator rights shall be kept ready and shall be entered at EnBITCon's request at the customer's discretion or handed over to EnBITCon in writing. The customer shall provide EnBITCon with access to data carriers and the Internet. Waiting times of EnBITCon shall be remunerated according to expenditure.

6   Rights of use to work results

6.1   Insofar as EnBITCon, within the scope of the provision of services, produces individual results (hereinafter referred to as

"EnBITCon shall grant the customer a non-exclusive right of use, limited in time and space, for its internal business purposes. EnBITCon grants this right to the customer subject to full payment.

6.2   Until payment has been made in full, the Client shall have the right to test the work results as agreed; this shall not include the right to operational use. This right to test shall expire if the customer is in default of payment of the remuneration for more than thirty (30) days. A separate reminder by EnBITCon shall not be required for this purpose.

6.3   Clause 6.1 shall not apply to standard products that are part of the work results. Standard products are in particular delimitable products or solutions of EnBITCon or of third parties that are subject to their own licence conditions.

6.4   EnBITCon shall be entitled to make unrestricted use of the work results, including the know-how acquired in the performance of the services, in particular the concepts, procedures, methods and interim results on which the work results are based, subject to compliance with its confidentiality obligations.

6.5   As far as within the scope of EnBITCon's performance work results are created which are patentable, utility modelable or designable, EnBITCon shall be entitled to file a corresponding application for property rights in its own name and for its own account. EnBITCon shall grant the customer the right to use the property right together with the work results to the extent required. A separate remuneration for this property right licence shall not be payable.

7   Prices and terms of payment

7.1   Services shall be invoiced on a time basis, unless a fixed price / lump sum price has been agreed in writing. The prices stated in the EnBITCon price list available at https://www.enbitcon.de/preisliste shall be deemed to have been agreed, unless the parties stipulate different prices in the offer.

7.2   Unless otherwise agreed, EnBITCon shall invoice its services monthly in arrears. Invoices shall be due for payment immediately after their issue. Unless otherwise agreed, the customer authorises EnBITCon to collect the payments to be made by him from an account to be named by the customer.

7.3   EnBITCon may increase the agreed prices (including the price list) for recurring services in continuing obligations without the customer's consent at its reasonable discretion by up to 10 % per year at the most with effect for the future, but for the first time no earlier than four (4) months after the beginning of the term of the contract. The price increase for partial services is only possible if these were already agreed for at least four (4) months. The price increase shall only be made to cover increased costs. The customer shall be responsible for proving that the price increase made by EnBITCon was not made for this purpose.

7.4   If the customer is a consumer, he may terminate the current contract within two (2) weeks after receipt of the written price increase notification with a notice period of three months to the end of the month in the event of a price increase pursuant to clause 7.3. In this case, the previous fee shall be charged until the end of the contract,

the increase is therefore not effective. However, the customer's consent is deemed to have been given if the customer does not give notice of termination within this period. This assumes that we have pointed out the consequences to the customer with the notice of change.

8   Term and termination

8.1   Unless otherwise agreed, EnBITCon shall provide the agreed services for an initial minimum contract period of 24 months from the date of provision. A termination by both contracting parties is possible with a notice period of three (3) months to the end of the minimum contract term. If no notice of termination is given within this period, the contract term shall be extended by a further year in each case.

8.2   Beyond the notice periods agreed in the offer, the customer has no right of revocation or ordinary termination, in particular not during the minimum contract period.