Contractual Terms of haus 12 cloud GmbH & Co. KG
(Date: September 01, 2016)

1.   Provisions for all contract types

1.1   Scope, structure of contractual terms
These contractual terms apply for all services provided by the company **haus 12 cloud GmbH & Co. KG,** Wöhlerstraße 42, 30163 Hanover, (hereinafter referred to as "**haus 12** cloud"). This applies whether or not these general terms and conditions were expressly referred to in the contracts between **haus 12** cloud and the customer.

1.1.1   Section 1 of the contractual terms contain provisions that shall apply for all services from **haus 12** cloud. The subsequent sections of the contractual terms define the legal specifications that shall apply for the specific services stated in the heading.

1.1.2   Services and offers are provided by **haus 12** cloud on the basis of these contractual terms. **haus 12** cloud shall not recognise purchasing or other customer-side conditions to the contrary. Confirmations by the customer to the contrary citing the customer's conditions of business and purchase are herewith rejected.

1.2   Offer and acceptance

1.2.1   Objects (e.g. proposals, test programs, concepts) provided by **haus 12** cloud to the customer prior to the contract are the intellectual property of **haus 12** cloud. They may not be reproduced or made accessible to third parties. If a contract is not concluded, they must be returned or deleted and may not be used. Otherwise, the provisions of these contractual terms from **haus 12** cloud also apply for pre-contractual obligations.

1.2.2   **haus 12** cloud can accept offers from customers within four weeks. Offers from **haus 12** cloud are non-binding.

1.2.3   Guarantees require an express and written confirmation from the executive board of **haus 12** cloud.

1.2.4   Depictions in test programs, brochure descriptions, including on the internet, are not descriptions of quality/properties unless expressly confirmed by **haus 12** cloud. This applies in particular because the products are subject to constant adjustment and the statements can also relate to future developments. Subject of the contract are exclusively the products described in the contract with the properties, features and designated use stated in the functional description and manuals. Other or further-reaching properties and/or features or an additional designated use are only regarded as having been agreed if they are expressly confirmed in writing by **haus 12** cloud.

1.2.5   If cost forecasts or estimates of outlay are provided by **haus 12** cloud in offers or pre-contractual correspondence, **haus 12** cloud shall only provide a guarantee for this if it is explicitly confirmed in writing in the offer or the other correspondence.

1.2.6   If the customer places an electronic order, **haus 12** cloud shall immediately confirm receipt of the order. The confirmation of receipt itself does not constitute an acceptance of the order, but can be can be combined with the declaration of acceptance.

1.2.7   An order is accepted on the proviso that **haus 12** cloud's suppliers deliver correctly and on time. This proviso ceases to apply if **haus 12** cloud is responsible for the failure to deliver. The customer shall be

informed immediately about the non-availability of the service. If consideration has already been received, **haus 12** cloud shall reimburse this.

1.3   Provision of service

1.3.1   The customer is responsible for the project and success and for the proper operation of the EDP systems, unless otherwise agreed in the contract. **haus 12** cloud shall provide the contractually agreed service in accordance with the basic principles of professional practice.

1.3.2   If the services are provided on the customer premises, **haus 12** cloud alone has the authorisation to instruct its employees. The employees shall not be incorporated in the customer's business operations. The customer can only issue instructions to a **haus 12** cloud project manager, not directly to individual employees.

1.3.3   The customer shall bear the risk for whether the commissioned services meet the customer's requirements and needs. In areas of doubt, the customer must seek advice from **haus 12** cloud employees or competent third parties in good time.

1.3.4   **haus 12** cloud shall decide which employees to deploy, and reserves the right to exchange these at any time. **haus 12** cloud can also use freelance employees and other companies to fulfil the order. The customer is not entitled to have the service provided by specific employees. **haus 12** cloud shall decide how the service is provided.

1.3.5   **haus 12** cloud itself is entitled to choose and change the technical means (hardware, server software and so on) used to provide the relevant service, unless there are legitimate concerns on the part of the customer.

1.3.6   The place of service provision is the **haus 12** cloud head office, unless otherwise agreed.

1.3.7   Responsibility for using the data from the systems and the results achieved therewith lies with the customer.

1.3.8   Proper data backup is the responsibility of the customer.

1.3.9   **haus 12** cloud is entitled to provide partial deliveries and partial services.

1.4   Remuneration and terms of payment

1.4.1   Remunerations are always net prices plus statutory sales tax at the time of service provision.

1.4.2   Unless otherwise agreed in the contract, services shall be billed for each quarter (Jan. 1 / April 1 / July 1 / Oct. 1) in advance. If a contract starts during a quarter, a proportional amount to the end of the quarter shall be charged. If a method other than quarterly payment is applied at the customer's request, the prices increase by 5% for monthly payment. Otherwise, **haus 12** cloud can bill for regular services on a monthly basis.

1.4.3   All invoices are due at the latest 14 calendar days from the invoice date, without deductions. Discounts are not granted.

1.4.4   If services are provided outside the contractually agreed service period (Monday to Friday, 8 a.m. to 6 p.m.), hourly rates shall apply with the following markups: 50% Monday to Friday from 6 a.m. to 8 a.m. and from 6 p.m. to 10 p.m., 100% on Saturdays, Sundays public holidays, and Monday to Friday from 10 p.m. to 6 a.m.

1.4.5   Unless otherwise agreed, remuneration shall be calculated based on outlay at the **haus 12** cloud prices generally valid for service provision. If a **haus 12** cloud price list is available, this shall be applied. Settlement based on outlay shall be subject to presentation of the activity reports commonly used at **haus 12** cloud. The customer can contradict the statements made therein within two weeks from receipt. After these two weeks have passed without objection by the customer, the activity reports are considered to be accepted.

1.4.6   Travel times, travel expenses and accommodation costs will be calculated based on the **haus 12** cloud employee's regular place of work. Travel times and expenses are incurred on trips between the employee's regular place of work and the customer's place of deployment or between the customer's different places of deployment.

1.4.7   Unless otherwise agreed, travel expenses, additional expenses and material costs shall be remunerated based on the **haus 12** cloud price list valid at the time of service provision.

1.4.8   The customer is only entitled to rights of offsetting if its counter-claims have been finally determined, are uncontested or are recognised by **haus 12** cloud.

1.4.9   If the customer does not meet its payment commitments despite being issued with a reminder, **haus 12** cloud is entitled to cease further processing of all orders with the customer and all services to be provided by **haus 12** cloud, and, after a reasonable subsequent grace period has expired to no avail, to withdraw from the contract, take possession of goods subject to reservation of title and to bill the customer for the resulting costs. The customer cannot assert a right of retention that is based on another contractual relationship with **haus 12** cloud.

1.4.10   Unless otherwise stated in the written order confirmation, the current **haus 12** cloud price list shall apply. If the price list changes between order and delivery, **haus 12** cloud is entitled to charge the customer at the prices generally valid at the time of delivery, provided a period of more than 4 months has passed between the time of the order and provision of services through no fault of **haus 12** cloud.

1.4.11   If **haus 12** cloud or its employees provide free-of-charge services beyond the scope of the concluded contract, this shall be on a goodwill basis and shall not lead to an extension of the contractual services and obligations.

1.5   Dates of performance, default

1.5.1   Fixed dates of performance shall be agreed expressly in documented form. A date of performance is agreed under the proviso that **haus 12** cloud receives the services from its suppliers and subcontractors on time and according to contract.

1.5.2   If a reason for which **haus 12** cloud is not to blame, including strike or lock-out, adversely affects adherence to deadlines ("disruption"), the deadlines shall be postponed by the duration of the disruption, if necessary including a reasonable start-up phase. One contracting party must immediately inform the other contracting party about the cause of a disruption that has occurred in its area of operations and the duration of postponement.

1.5.3   If outlay is increased as a result of the disruption, **haus 12** cloud can also demand remuneration for the additional outlay, unless the customer is not to blame for the disruption and the cause lies outside its area of responsibility.

1.5.4   If the customer is entitled to withdraw from the contract or demand compensation for damages due to improper performance on the part of **haus 12** cloud and/or claims to be so entitled, the customer shall, at **haus 12** cloud's request, declare in writing within a reasonable time limit whether it intends to assert these rights or whether it desires the continued provision of the services. If no such declaration is forthcoming, **haus 12** cloud can assume that the customer will not withdraw or claim compensation. In the event of a withdrawal, the customer must refund to **haus 12** cloud the value of previously existing options for use; the same shall apply to deterioration due to usage as intended.

1.5.5   If **haus 12** cloud defaults in the provision of services, compensation to the customer for damages and expenditure due to the default shall be limited to 0.5 % of the price of that part of the service that cannot be used on account of the default, for each completed week of the delay. The total liability for default is limited to a maximum of 5 % of this price. This shall not apply if the default is due to gross negligence or intent on the part of **haus 12** cloud.

1.5.6   In the event of a delay in the provision of the service, the customer only has a right of withdrawal within the framework of the legal provisions if **haus 12** cloud is to blame for the delay. If the customer claims compensation for damages or expenses instead of the of service, which claim is justified as a result of a delay, the customer is entitled to demand, for each completed week, 0.5 % of the price for the part of the service that cannot be used because of the delay, however not more than 5 % of this price.

1.6   Software for test and demonstration purposes

If software is given to the customer for demonstration and test purposes, the software remains the property of **haus 12** cloud and the rights of use are granted only as a simple right of use for the period of the agreed test or demonstration, this period lasting a maximum of 4 weeks from handover. In the event of free-of-charge test installations or demonstration versions, **haus 12** cloud is only liable for intent and gross negligence. Technical protection devices must not be bypassed.

1.7 Duration of the contract, notice

1.7.1 Unless any special provisions were agreed between the contracting parties, a contract that contains a continuing obligation shall be concluded for an unlimited period. After one year, an open-ended contract can be terminated with a notice period of 3 months to the end of a calendar year.

1.7.2 The right of extraordinary termination remains unaffected. For **haus 12** cloud, good cause shall be understood to exist in particular if the customer is in default for two successive dates with the payment or a not inconsiderable part of the payment, or is in default over a period that extends over more than two payment dates to an amount equivalent to the remuneration for two months, or the customer is guilty of a substantial breach of contract that continues despite warning.

1.7.3 Notices of termination shall only be effective in writing.

1.8 Provisions on priority, replacement

For an interpretation of this contract, the following provisions apply in the following ranking order:
a) The description of services
b) These contractual terms, sections 2 to 5 subject to the contractually agreed services
c) These contractual terms, section 1
d) The provisions of the German Civil Code and German Commercial Code
e) Other legal provisions
Specific descriptions of general tasks limit the performance commitment to that specifically negotiated and established in the particular case. In the event of contradictions, the provisions stated first shall always take priority over those stated last. Gaps shall be filled by subordinate provisions. In the event of agreements in chronological order, the more recent agreement has priority over the older agreement.

1.9 Customer's obligations to cooperate

1.9.1 The customer is obliged to support **haus 12** cloud and to establish in its sphere of business all the prerequisites needed for proper execution of the order, e.g. the required conditions for operating and using hardware and software. This end, the customer shall in particular provide the necessary information and, if required, enable remote access to the customer system. The customer shall also ensure that competent staff are available to support **haus 12** cloud. If special security or safety requirements apply in the customer's business, the customer shall inform **haus 12** cloud of this prior to contract conclusion. The required conditions of operation and use are evident from the contract, and if not specified there, from the product description or operating instructions.

1.9.2 If the contract contains an agreement that services can be provided on the customer site, the customer shall, at **haus 12** cloud's request, provide sufficient work stations and work equipment without charge. Furthermore, the customer shall grant **haus 12** cloud free access to the location where the hardware is set up.

1.9.3 Proper data backup is the responsibility of the customer, unless these services are to be provided by **haus 12** cloud in accordance with the contractual agreements. Proper data backup comprises all the technical and/or organisational measures to ensure the availability, integrity and consistency of the IT systems, including the data, programs and procedures stored on these IT systems and used for processing purposes. Proper data backup means that the measures taken enable the immediate or prompt restoration of the state of the systems, data, programs or procedures, subject to data sensitivity, after an impairment of the availability, integrity or consistency has been identified as a result of a damaging event; the measures here shall include at least establishing and testing the reconstruction capability of copies of the standard software, data and procedures in defined cycles and generations.

1.9.4 The customer must report disruptions, immediately and in writing, e.g. by e-mail in a comprehensible and detailed manner, specifying all the information needed to identify and analyse the fault. This shall include in particular the work steps that led to the fault occurring, the way it manifested itself, and its effects.

1.9.5 When conveying, delimiting, defining and reporting errors, the customer must follow the information provided by **haus 12** cloud.

1.9.6 During required test runs, the customer shall be personally present or shall provide a competent employee for this who is authorised to evaluate and decide on errors, functional enhancements, functional reductions and modifications to the program structure. If necessary, other work on with the computer system is to cease during the period of the work.

1.9.7 The customer shall name a responsible contact person. This person can make or immediately effect binding decisions for the customer and is entitled to provide legal declarations in connection with the contractual terms. The customer shall ensure that the contact person it appointed provides all the documents, information and data needed for service provision to **haus 12** cloud correctly, in good time and free of charge. Furthermore, the customer shall ensure that these documents, information and data are kept up-to-date. **haus 12** cloud may assume that they are complete and correct, unless **haus 12** cloud can clearly see that they are obviously incomplete or incorrect.

1.9.8 Unless otherwise agreed, the customer shall itself also archive all the documents, information and data handed to **haus 12** cloud in such a manner that they can be reconstructed in the event of damage to or loss of data carriers.

1.9.9 The customer acknowledges that the software and all operating instructions and other documents - including future versions - are protected by copyright. In particular the source programs created by **haus 12** cloud are trade secrets of **haus 12** cloud. The customer shall ensure for an unlimited period that source programs are not made accessible to third parties without **haus 12** cloud's consent. The transfer of source programs requires the prior written consent of **haus 12** cloud. **haus 12** cloud is only obliged to deliver source programs on the basis of an express written agreement.

1.9.10 The customer shall keep the delivered original data carriers at a place secured against unauthorised access by third parties and shall expressly inform its employees about compliance with **haus 12** cloud's contractual obligations and the provisions of copyright law.

1.9.11 The customer agrees to ensure, through reasonable technical and organisational measures, that the software is used as intended.

1.9.12 **haus 12** cloud can demand additional remuneration for its outlay if
a) **haus 12** cloud carries out any
activities on account of a reported defect even though a defect does not exist in its contractual service, unless the customer was unable to recognise with reasonable effort that no defect existed
or
b) A reported defect is not reproducible or otherwise cannot be identified elsewhere by the customer as a defect or
c) **haus 12** cloud incurs additional expense because the customer fails to properly meet its obligations.

1.9.13 The customer shall inform **haus 12** cloud of every change to the employees and users of the services to be provided by **haus 12** cloud if this is of importance to service provision by **haus 12** cloud. The additional costs resulting from changes shall be borne by the customer.

1.9.14 The customer shall ensure that no legal risks arise for **haus 12** cloud as a result of the use and storage of private data, for example the private data of employees, on the systems operated by **haus 12** cloud. If claims are asserted against **haus 12** cloud as a result of used or stored private data, the customer shall exempt **haus 12** cloud from all claims.

1.9.15 Unless otherwise agreed in the contract, the customer is responsible for proper licence management. If software from **haus 12** cloud is provided, it can be licensed to the customer. If **haus 12** cloud has paid the remuneration for the software licensed to the customer, the software must be handed/transferred to **haus 12** cloud at the end of the relevant service agreement. The customer shall submit all the necessary declarations and perform all the activities to enable the handover and/or transfer and a further use of the software by **haus 12** cloud.

1.9.16 Changes made by the customer to **haus 12** cloud services or to the IT infrastructure operated by **haus 12** cloud are only permissible after prior consultation with **haus 12** cloud. If unagreed changes lead to additional outlay for **haus 12** cloud, the customer must remunerate these in accordance with the price list valid at the time of service provision. Damages caused by unagreed changes must also be paid by the customer. In the event of unagreed changes that cause faults in the IT infrastructure within 24 hours, it is assumed that the additional outlay or damage and other consequences were caused by the changes. The customer can furnish proof that the changes were not the cause.

1.9.17 If the third party commissioned by the customer makes changes to the **haus 12** cloud services or the IT infrastructure operated by **haus 12** cloud, and these changes were not agreed with **haus 12** cloud, **haus 12** cloud is not responsible for downtimes, disruptions or damages. The customer shall bear the additional expense resulting for **haus 12** cloud.

1.9.18   The customer shall use the services from **haus 12** cloud in such a way that the data security and data flow in the **haus 12** cloud communication network is not adversely affected. If programs, scripts and similar installed by the customer compromise operation of the **haus 12** cloud network or the security and integrity of other devices, **haus 12** cloud can, while taking into account the legitimate interests of the customer, temporarily disconnect the IT system from the communication network and the data centre completely or partially with immediate effect.

1.9.19   The customer itself is responsible for its internet connection for accessing services from this contract.

1.9.20   If the contractual relationship or parts thereof come to an end, the customer shall immediately delete all software provided by **haus 12** cloud.

1.10   Assignment of rights

1.10.1   The customer can only assign rights arising from the contract to third parties with the prior consent of **haus 12** cloud.

1.10.2   **haus 12** cloud is entitled to transfer all its commitments and rights arising from the contracts to third parties. **haus 12** cloud shall ensure that this causes no disadvantages for the customer.

1.11   Confidentiality, duties of care, rights of control

1.11.1   All documents, information and data that the contracting parties have received to execute the contract and that were classified as confidential shall be used by them only to execute this contract. Furthermore, the contracting parties shall keep the documents, information and data confidential with respect to third parties that are not directly involved in executing the contract, unless this information or data
   • is generally known at the time of receipt by the contracting parties, or
   • is provided to the recipient by a third party without a breach of the obligation of confidentiality, or
   • was known to the recipient prior to receipt by the contracting party or was independently developed by the recipient, or
   • must be disclosed because of a final or absolute official or legal decision.

1.11.2   The obligation to furnish proof for an exception shall be the responsibility of the respective contracting party. If the contracting parties want to inform third parties about the existence of the contract and/or use the business relationship as a reference, they must first obtain the consent of the other contracting party with regard to the scope and context. This obligation of confidentiality shall continue for 5 years after the end of the contract.

1.11.3   In the matter of confidentiality, the contracting parties shall apply the same care that they apply to their own confidential documents, information and data of a similar importance.

1.11.4   The contracting parties shall obligate their employees to keep the other party's business data confidential and in particular to comply with data privacy regulations.

1.11.5   All rights to the confidential documents, information and data remain - subject to provisions in this contract to the contrary - with the contracting party providing the information.

1.11.6   The contracting parties are aware that electronic and unencrypted communication (e.g. via e-mail) is associated with security risks. In this type of communication, they shall therefore assert no claims that are based on a lack of encryption, unless encryption was agreed in advance.

1.11.7   The customer is not allowed to remove protective mechanisms or protective routines from hardware or software.

1.11.8   To control compliance with the contractual terms, **haus 12** cloud is entitled, at any time on request, to one right of inspection in the customer's offices per year.

1.12   Data protection, reference

1.12.1   The contracting parties shall observe the applicable data protection provisions, in particular those valid in Germany, and to obligate their employees deployed in connection with this contract and its execution to observe data secrecy in accordance with the German Federal Data Protection Act (BDSG), if they are not already thus obligated.

1.12.2   The customer data required to process the business relationship shall be stored and processed by **haus 12** cloud in automated procedures.

1.12.3 If the customer transfers personal data of its employees or third parties to **haus 12** cloud during the business relationship, the customer is responsible for ensuring that any consent required from the persons affected has been provided in a legally valid manner.

1.12.4 **haus 12** cloud is entitled to name the customer as a reference customer in advertising publications up until an express revocation.

1.13 Retention of title

1.13.1 **haus 12** cloud shall retain ownership of the delivered products until full payment of all **haus 12** cloud outstanding receivables from the contract has been received. The customer's right to use the software only becomes effective after full payment.

1.13.2 The customer is entitled to resell goods subject to the retention of title as part of its ordinary business operations. The customer must inform the third party of **haus 12** cloud's rights. Any receivables, including ancillary rights, that arise for the customer from reselling are hereby assigned to **haus 12** cloud in advance as security. At the customer's request, **haus 12** cloud shall release the securities insofar as their value exceeds all receivables to be secured by more than five percent.

1.13.3 If a customer has defaulted on a full or partial payment, ceases making payments or if other justified doubts arise as to its ability or willingness to pay, the customer is no longer entitled to the goods. In such a case, **haus 12** cloud can assert the rights from § 455 of the German Civil Code and/or revoke the customer's authority to collect revenue from the goods recipient. **haus 12** cloud is then entitled to demand information about the goods recipient, to inform said goods recipient about the transfer of the receivable to **haus 12** cloud and collect the customer's receivable from the goods recipient.

1.13.4 In the event of seizure or other impairments by third parties, the customer is obliged to immediately refer to **haus 12** cloud's ownership. The customer is further obliged to immediately inform **haus 12** cloud by telephone or fax and subsequently to provide notification in writing.

1.14 Sub-contractors, enticement

1.14.2 **haus 12** cloud is entitled to transfer all its commitments and rights arising from the contracts to third parties. **haus 12** cloud shall ensure that this causes no disadvantages for the customer.

1.14.2 **haus 12** cloud is also entitled to have all obligations fulfilled by third parties on its behalf. In this case, **haus 12** cloud continues to guarantee to the customer the proper fulfilment of **haus 12** cloud's contractual obligations as contracting party, and the customer shall accept this performance as performance by **haus 12** cloud.

1.14.3 The customer agrees not to make offers of contracts of employment to employees of **haus 12** cloud or to assign the work to a **haus 12** cloud employee within a freelance employment contract. If an employee leaves **haus 12** cloud or ceases to work with **haus 12** cloud in a freelance capacity, this agreement shall be valid for 6 months as of this date. In the event of non-compliance, the customer shall pay **haus 12** cloud a contractual penalty of EUR 10,000.00.

1.15 Liability

1.15.1 **haus 12** cloud has a business liability insurance policy. Provided the insurance company accepts the liability for damages, **haus 12** cloud shall make the insurance payment available to the customer, minus any amount already paid by **haus 12** cloud. Liability is then otherwise excluded.

1.15.2 If no individual liability limits were agreed, the following provisions in accordance with 1.15.3 to 1.15.11 apply for all legal and contractual claims:

1.15.3 **haus 12** cloud shall pay damages, irrespective of the legal basis, only within the following limits:

a) In the event of intent, **haus 12** cloud shall be fully liable.
b) In the event of gross negligence and guarantees **haus 12** cloud shall be liable for the expected damage that is to be prevented through the duty of care or guarantee.
c) In the event of medium negligence, default and slight negligence of a cardinal duty or such an essential obligation that the achieving of the contractual purpose is jeopardised, **haus 12** cloud is, for an individual claim, liable to pay damage that was typical and foreseeable, however at an amount of no more than EUR 10,000.00.
d) Otherwise, liability for slight negligence is excluded.

e) Furthermore, liability for the reimbursement of futile expenses is limited in amount to the claim for damages instead of performance; i.e. in the event of a commitment to refund expenses, the customer is under no circumstances to be better off than if **haus 12** cloud were to have provided proper performance. In addition, the customer shall only be refunded for those expenses that a reasonable third party would also have made.

f) Legal liability for damage to persons and in accordance with product liability law remains unaffected by the above provisions.

1.15.4 The risk of non-delivery of goods additionally purchased by **haus 12** cloud shall be borne by **haus 12** cloud only if the order to the supplier is not placed on time or **haus 12** cloud can be otherwise made responsible for this.

1.15.5 **haus 12** cloud is also only liable for the loss of data and programs and their restoration within the scope apparent from the contractual terms and also only insofar as this loss could not have been avoided through reasonable precautionary measures by the customer, in particular the daily creation of backup copies of all data and programs. The customer must regularly check its work results and data backup.

1.15.6 **haus 12** cloud shall not be liable if the customer commissions an insufficiently qualified or authorised third party to modify or maintain the hardware or software. The same applies for modifications carried out by the customer itself.

1.15.7 Except in a case of intent, the liability for advertising claims by third parties is excluded.

1.15.8 For claims by the customer as a result of defects (e.g. as a result of a breach of obligation, non-fulfilment, default, fault in contract conclusion or annulment), a period of limitation of one year shall apply. Tortious claims shall become time-barred within two years. The start of the period of limitation shall be in accordance with the legal provisions. The period of limitation for damage to persons and other claims not based on a defect remain unaffected by this. The unilateral commencement of negotiations regarding a claim shall not interrupt the period of limitation.

1.15.9 The liability provisions in these contractual terms do not imply a change in the burden of proof to the customer's disadvantage.

1.15.10 The customer is aware that electronic and unencrypted communication (e.g. via e-mail) is associated with security risks. In this type of communication, the customer shall therefore assert no claims that are based on a lack of encryption, unless encryption was agreed in advance.

1.15.11 **haus 12** cloud shall not assume liability for software provided or for patches, updates or other program innovations procured by third parties.

1.16 Force majeure

1.16.1 Force majeure means circumstances and events which could not be prevented through prudent exercise of proper business management. Force majeure of any kind, unforeseeable disruptions to operation, traffic or shipment, fire damage, floods, an unforeseeable lack of workforce, energy, raw materials or auxiliary materials, strikes, lock-outs, orders by the authorities, or other obstacles for which **haus 12** cloud is not responsible that reduce, delay, prevent or make unreasonable the provision of services shall release **haus 12** cloud from the commitment to provide services for the duration and extent of the disruption.

1.16.2 If a period of eight weeks is exceeded as a result of the disruption to service provision, both contracting parties are entitled to withdraw from the contract. In the event the partial or complete loss of the sources of supply, **haus 12** cloud is not obliged to procure from other suppliers. In this case, **haus 12** cloud is entitled to distribute the available performance quotas taking account of its own requirements. No other claims shall exist for the customer.

1.17 Obligation to immediately inspect and give notice of defects

1.17.1 The customer shall have deliveries from **haus 12** cloud, including documentation, inspected by a qualified employee within 8 working days from delivery, in particular in respect of the completeness of the data carriers and manuals and the functionality of basic program functions. Defects that are or can be identified during this inspection must be reported to **haus 12** cloud in writing within a further 8 working days. The notice of defects must contain as detailed a description of the defect as possible.

1.17.2 Defects that cannot be identified by means of the aforementioned proper inspection must be reported within 8 working days from their discovery, observing the requirements for giving notice of defects outlined in section 1.17.1.

1.17.3 If the obligation to immediately inspect and give notice of defects is breached, the goods shall be deemed to have been approved with regard to the defect concerned.

1.18   Property rights of third parties

1.18.1 The customer shall not remove existing labels, indications of property rights or ownership information of **haus 12** cloud in the software or hardware, and shall also - where appropriate - include these in created copies.

1.18.2 **haus 12** cloud shall indemnify the customer against all third-party claims against the customer arising from a breach of property rights to programs and/or hardware, in the version stated in the contract, developed and provided by **haus 12** cloud. This liability shall only arise provided the customer has not given the third party written or verbal declarations regarding the breach of property rights, in particular that the customer has not recognised any rights or circumstances and assumes no liability. In addition, the customer must not have connected the software to third-party software without **haus 12** cloud's prior written approval and under no circumstances have used the hardware and/or software improperly.

1.18.3 **haus 12** cloud is entitled to make, at its own expense, requisite changes to the customer software or hardware as a result of property right claims by third parties. The customer cannot derive any contractual rights from this. The customer shall inform **haus 12** cloud immediately and in writing if the customer is informed of breaches of commercial property and intellectual property rights by a product delivered by **haus 12** cloud.

1.19   Defence of uncertainty

1.19.1 If, after conclusion of the contract, it becomes clear to **haus 12** cloud that the claim for payment is endangered by the customer's inability to pay, in particular if, after conclusion of the contract, the customer's business situation worsens, **haus 12** cloud is entitled to demand advance payment or security.

1.19.2 In this case, **haus 12** cloud shall request the customer to either made an advance payment or provide security by a reasonable deadline. If the customer has not made an advance payment or provided security by this deadline, **haus 12** cloud is entitled to withdraw from the contract. In the event of a withdrawal, the assertion of further claims for damages by **haus 12** cloud is not excluded.

1.19.3 If, following a request by **haus 12** cloud, the customer provides security, **haus 12** cloud can approve this security at its own discretion. **haus 12** cloud is in particular entitled to check the economic value of the provided security, provided it is not an undisputed bank guarantee from a German bank. If such a check finds that the security does not amount to the performance value, **haus 12** cloud is entitled to reject the security and demand another security.

1.20   Rescission, offsetting of usage

In the event of a withdrawal from the contract, the deliveries and services provided by **haus 12** cloud at the time of withdrawal shall be handled as follows:

1.20.1 For returned hardware components, the customer will be refunded the paid purchase price. The customer must allow the business benefit it obtained to be offset. This is 5% of the purchase price per commenced month of use for the duration of use of the affected components after functionality was established.

1.20.2 The licence payments for software shall be refunded to the customer. The customer must allow the business benefit it obtained to be offset. This is 2.5% of the one-time software licence fees per commenced month of use for the duration of use of the affected components after start-up of productive operation of the modules in question. 5% applies for operating system and database software.

1.20.3 For the services actually performed up to the time when withdrawal is exercised, the service remuneration shall be reduced by 25%, irrespective of the time of withdrawal.

1.20.4 Paid support remuneration shall only be refunded for the proportion due for the period after termination, i.e. that which was paid in advance.

1.21 Payment data, administrator rights

1.21.1 The customer is obliged to keep passwords and access data secret from unauthorised third parties. To rule out misuse by third parties, passwords and access data must be kept in such a way that access to this data by unauthorised third parties is impossible.

1.21.2 The customer shall ensure that only authorised employees are able to use administrator rights.

1.22 IT security

1.22.1 The customer is responsible for measures relating to IT security. This also relates to the emergency organisation. The customer shall create an IT security and emergency concept.

1.22.2 In a separate document, **haus 12** cloud shall define further-reaching measures for IT security and the requirements that the customer must meet.

1.23 Deliveries

Both contracting parties agree to immediately inform the other contracting party of changes to the address/fax number. A legal act is regarded as having taken place if it was demonstrably sent by one contracting party to the aforementioned or a modified address/fax number and could not be received there, because the address/fax number changed in the meantime and no notification thereof was provided.

1.24 Export control regulations

1.24.1 The customer shall be responsible for observing import and export regulations applying to the deliveries or services, in particular those of the USA.

1.24.2 In the case of cross-border deliveries or services, the customer shall bear any customs duties, fees and other payments. The customer shall be responsible for handling legal or official procedures in connection with cross-border deliveries or services, unless otherwise expressly agreed.

1.25 Choice of law

The contracting parties agree that this contract as well as all claims arising from or in connection with it shall be governed by the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

1.26 Change request

1.26.1 The customer is entitled to demand changes to the scope of performance. A change to the scope of performance exists if **haus 12** cloud is to provide a service other than that defined in this contract.

1.26.2 **haus 12** cloud is obliged to evaluate the change request with regard to the effects on the project, time delays and advantages and disadvantages for the project, in particular any threat to the project results, and to inform the customer of this evaluation immediately in writing. This written notification shall also contain alternatives that can help achieve the result desired by the customer at lower cost or more effectively.

1.26.3 Changes that fall within **haus 12** cloud's sphere of risks shall not be separately remunerated. The change falls within **haus 12** cloud's sphere of risk if **haus 12** cloud is responsible for it.

1.26.4 If a case is not covered by section 1.26.3, the contracting parties shall agree a reasonable adjustment to the performance content, performance deadlines (if required) and remuneration (if required) based on a change agreement or supplementary agreement that must be concluded for this case. Remuneration is adjusted on the basis of the current **haus 12** cloud price list. Without an agreement of this kind between the contracting parties, the agreed deadlines, the agreed remuneration and the performance content shall under all circumstances continue to apply.

1.27 Place of jurisdiction

If the customer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a separate property under public law, the sole place of jurisdiction for all disputes arising from this contractual relationship and from the processing of this contractual relationship is agreed as Hanover, Germany.

1.28   Closing provisions

1.28.1   All purchase and sales orders require a written (order) confirmation from **haus 12** cloud. This form may only be waived by written agreement.

1.28.2   Verbal additional agreements have not been made by the contracting parties. Subsequent addenda or amendments to the agreements already concluded shall require the written form. A verbal waiver of the written form is not allowed.

1.28.3   Even if individual provisions are legally invalid, the rest of the contract shall remain binding. This shall not apply if adherence to the contract would constitute undue hardship for either party.

2.   Consulting, services

2.1   Area of application

2.1.1   The provisions of section 2 apply for service contracts within the meaning of the German Commercial Code, including consulting, training, advice and services, insofar as these are contractually agreed. The provisions in section 1 also apply subordinately.

2.2   Performance of service

2.2.1   **haus 12** cloud shall determine how services are provided.

2.2.2   If **haus 12** cloud is to describe the results of the service in writing, only the written description is decisive.

2.3   Rights to embodied results of service

2.3.1   **haus 12** cloud shall grant the customer the non-exclusive and non-transferable right to use in Germany the embodied results of the service, performed within the scope of the contract, provided this follows from the purpose and application area of the contract. **haus 12** cloud otherwise retains all rights.

2.3.2   **haus 12** cloud can revoke the customer's right of use if the customer is in considerable breach of the usage restrictions or other provisions that protect against unauthorised use. Prior to a revocation, **haus 12** cloud must set a reasonable deadline for remedying this. If the breach is repeated, or in the event of special circumstances that, after the interests of both sides have been weighed up, justify immediate re-vocation, **haus 12** cloud can also announce revocation without setting a deadline. After the revocation, the customer must confirm to **haus 12** cloud in writing that usage has ceased.

2.3.3   The training documents are protected by copyright. Reproduction is only permitted with the copyright hol-der's consent.

2.4   Impairment of performance

2.4.1   If the service is not provided in accordance with the contract, or is provided incorrectly, and if **haus 12** cloud is responsible for this, **haus 12** cloud is obliged to provide the service in accordance with the contract by a reasonable deadline without additional costs for the customer. A prerequisite for this is a notice of defects from the customer, which must be sent immediately, at the latest within 2 weeks from knowledge of the defect. If the essential parts of the service are not provided in accordance with the contract by a reasonable deadline, which must be expressly set by the customer, and **haus 12** cloud is responsible for this failure, the customer shall be entitled to terminate the contract without giving notice.

2.4.2   In this case, **haus 12** cloud is entitled to remuneration for the services provided as a result of the contract up to the time termination takes effect. No remuneration shall be due for any services which the customer can demonstrate within 4 weeks of giving notice of termination to be unsuitable for use by the customer now or in the future.

2.4.3   The right of extraordinary termination for good cause remains unaffected. **haus 12** cloud is entitled to remuneration for the services provided as a result of the contract up to the time termination takes effect. No remuneration shall be due for any services which the customer can show within 4 weeks of giving notice of termination to be unsuitable for use by the customer now or in the future.

2.4.4   Further claims by the customer due to impairment of performance are excluded. This exclusion does not apply in the event of intent or gross negligence, or in the event of damage to life, limb or health.

3. Purchase of hardware or software

3.1 Area of application

3.1.1 The conditions in section 3 define provisions for the purchase of hardware and/or software. The provisions in section 1 also apply subordinately.

3.2 Performance description

3.2.1 Unless otherwise agreed, hardware and software shall be installed and put into operation by the customer. Support services from **haus 12** cloud at the customer's request shall be remunerated on the basis of outlay.

3.2.2 Hardware and software shall be delivered with an installation guide. Operating instructions (user documentation or online help) shall only be delivered insofar as they are needed for the intended use. The operating instructions and installation guide can, at **haus 12** cloud's discretion, be provided electronically, unless the customer cannot be reasonably expected to accept this.

3.2.3 If the delivery of hardware contains a software that is essential for the hardware's functionality, the customer shall only receive the right to use this software with this hardware, unless otherwise agreed. Other software is subject to separate provisions.

3.2.4 The sole subject of the contract is the sale of the current version of the software at the time of contract conclusion. Subsequent versions are not the subject of the contract.

3.3 System prerequisites for software
For use of the software, the customer must meet the system requirements published by **haus 12** cloud or the software manufacturer, otherwise error-free use of the software is not possible. This is irrespective of whether explicit reference is made to the licence conditions or whether they are included in the contract documents.

3.4 Licence conditions for software from third parties

3.4.1 If software from third parties is used, the licence conditions of the respective software manufacturer shall apply. This licence agreement shall not effect a change to the licence conditions of third parties, nor is such a change intended. Unless otherwise expressly agreed in an individual case, **haus 12** cloud only grants the right of use right between the manufacturer and customer.

3.4.2 The licence conditions of third parties and the performance descriptions of the respective software manufacturer apply exclusively to the software of third parties and in this case take precedence over these contractual terms. The customer shall receive the software of third parties in accordance with the performance description of the respective software manufacturer.

3.4.3 **haus 12** cloud provides no guarantee that the software of third-party manufacturers does not breach commercial or industrial property rights of third parties.

3.4.4 For all services and commitments related to third-party software that **haus 12** cloud cannot provide or meet without the support of the manufacturer/upstream supplier, these services and obligations are provided or met on the proviso that **haus 12** cloud is supplied correctly and on time.

3.5 Defects and warranty

3.5.1 Because of the large number of data and operation constellations that can occur in practice, and because of operating errors, **haus 12** cloud does not ensure a complete absence of defects or errors. However, **haus 12** cloud guarantees that the subject of the contract essentially performs the main functions and that the delivered goods correspond to the generally accepted rules of technology. However, the subject of the contract here are exclusively the goods with the properties and features and with the designated use as per the production specification at the time of delivery to the customer.

3.5.2 **haus 12** cloud provides no guarantee that the delivered software works with other programs not listed in the contract and to which no special interface is created.

3.5.3 Errors within the meaning of the warranty are exclusively those errors that can be reproduced, whose cause lies in a quality defect in the deliverable, and deviations in the functionality of the deliverable compared with the functional description or manuals. A prerequisite for the existence of an error is that the suitability of contractually required or normal use is not merely insubstantially reduced.

3.5.4　An impairment to the function of the software that results from hardware defects, environmental conditions, incorrect operation and so on is not a software error. If software is provided, **haus 12** cloud does not guarantee that it shall constantly run without interruption, without error or securely.

3.5.5　**haus 12** cloud shall initially assume warranty through two instances of subsequent performance. Subsequent performance shall be effected by, at the discretion of **haus 12** cloud, providing a new good or by **haus 12** cloud providing reasonable ways in which the effects of the error can be avoided. If, in individual cases, it is not possible to completely eliminate the error through subsequent performance, the customer shall, together with **haus 12** cloud, develop and execute a concept for reasonable technical and/or organisational alternative measures.

3.5.6　In the case of software, the customer shall apply a new program release or the preceding program release that does not contain the error, provided this does not involve an unreasonable amount of adjustment work.

3.5.7　If **haus 12** cloud refused to provide subsequent performance, or subsequent performance definitively fails after several attempts despite a reasonable deadline having been set in writing, the customer is entitled to reduce the remuneration accordingly or, if **haus 12** cloud is responsible for the defect, to withdraw from the contract within 14 days after the set deadline. Claims for damages because of defects are excluded unless damage to persons is involved.

3.5.8　Late, insufficient or unjustified notice of defects exempts **haus 12** cloud from its performance obligation. If **haus 12** cloud nevertheless performs activities, the outlay can be billed for.

3.5.9　If the customer has interfered with the **haus 12** cloud product or service, **haus 12** cloud's warranty obligation only applies if:
- The type and scope of the interference is precisely documented
- The customer proves that the identified error is due neither directly nor indirectly to the customer's interference
- The customer agrees in writing to bear the additional expense that may arise through intervention by **haus 12** cloud.

3.5.10　The warranty for software ceases to apply if licence provisions in the contract are breached and the defect was caused by the licence breach.

3.5.11　The burden of proving that an advertising claim influenced the customer's purchase decision lies with the customer. Otherwise, the provisions on defect claims in these contractual terms do not imply a change in the burden of proof to the customer's disadvantage.

3.6　Rights of software use and protection against unauthorised use

3.6.1　On full payment of the remuneration, **haus 12** cloud shall grant the customer the right to use the agreed software in the scope defined in the contract. If the scope is not defined in the contract, the scope is a simple, non-exclusive long-term right of use. This entitles the customer to only use the software on one computer by one individual user at any one time. The right of use covers only use for the customer's internal purposes. Leasing or selling the software is not allowed.

3.6.2　The customer is only allowed to copy the software if this is required for use in accordance with the contract. It is not permissible to change or delete copyright notices in the software.

3.6.3　**haus 12** cloud is entitled to perform reasonable technical measures to protect against non-contractual use. The use of the software on an alternative or subsequent configuration must not be seriously impaired as a result, provided the contractually agreed technical prerequisites are met.

3.6.4　**haus 12** cloud can revoke the customer's right of use if the customer is in considerable breach of the usage restrictions or other provisions that protect against unauthorised use. Prior to a revocation, **haus 12** cloud must set a reasonable deadline for remedying this. If the breach is repeated, or in the event of special circumstances that, after the interests of both sides have been weighed up, justify immediate revocation, **haus 12** cloud can also announce revocation without setting a deadline. After the revocation, the customer must confirm to **haus 12** cloud in writing that usage has ceased.

3.7　Contractual terms for free software

3.7.1　If **haus 12** cloud provides the customer with free software (open source software), **haus 12** cloud shall expressly refer to this fact. Such software is subject to licence conditions that permit, among other things,

free modification, copying and forwarding. The licence conditions for the free software apply to the customer and must be observed by the customer.

3.7.2 Insofar as the licence conditions of the free software allow, **haus 12** cloud is entitled to offer software as both free software and proprietary software. In this case, the general terms and conditions or licence conditions referred to in the contract shall apply.

3.7.3 With a licence, **haus 12** cloud grants the customer the right to use the software in the scope of the licence itself and within the framework of these contractual terms. This licence agreement shall not limit or alter the licence conditions for the free software. It expressly does not limit any additional rights to individual packages that result from the licence conditions for these packages. Further-reaching rights shall not be granted.

3.7.4 Every use of the free software contrary to these contractual relationships causes immediate termination of the offender's rights of use.

3.7.5 For the use of free software, **haus 12** cloud's liability is limited to intent and gross negligence.

3.7.6 If free software is provided, claims for defects are excluded.

4. Software updating

4.1 Area of application

4.1.1 The conditions in section 4 define provisions for software updating, insofar as this is contractually agreed. The provisions in section 1 also apply subordinately.

4.2 Subject of software updating

4.2.1 If contractually agreed, **haus 12** cloud shall be responsible for updating the software on the hardware (possibly defined in more detail in the offer) for the contractually agreed duration. The version of the software agreed in this contract shall be updated, taking account of the updating services already provided up to the time of current updating services.

4.2.2 If the customer does not use the software in accordance with the system environment, the customer is not entitled to the agreed updating services. The system environment is the hardware specified by **haus 12** cloud that is needed to ensure the software can run.

4.2.3 If the customer does not use the software in accordance with the usage right agreements of the contract on software provision (licence agreement), the customer is not entitled to the updating services.

4.2.4 **haus 12** cloud must be notified in writing of a change to the installation or the installation location. Additional costs that arise as the result of a change to the installation location shall be borne by the customer.

4.3 Updating services

4.3.1 Software updating comprises the provision of patches and updates. Unless otherwise agreed in the contract, software updating does not comprise the installation of software, patches or updates, or any support or consulting services.

4.3.2 **haus 12** cloud shall provide the customer with new releases of the update software in order to keep this up-to-date and prevent malfunctions. **haus 12** cloud shall provide the customer with updates of the update software with technical modifications and improvements, as well as smaller functional enhancements and improvements. **haus 12** cloud shall also provide the customer with patches with corrections to the update software and other workarounds for possible malfunctions. These new releases of the update software are collectively known as "new versions". Unless otherwise expressly agreed, the provision of upgrades with major functional enhancements or of new products, or commitments to further develop the update software, is not the subject of the updating services.

4.3.3 **haus 12** cloud shall provide the customer with the new versions of the software. The customer shall examine the new versions immediately and provide immediate notification of any identifiable defects, for which notification § 377 of the German Commercial Code applies. Malfunctions and defects shall be handled and reported in accordance with these contractual terms. If **haus 12** cloud has provided the customer with a new version, **haus 12** cloud shall also continue to update the earlier version for a reasonable transition period, which as a rule shall not exceed three months. The customer only has

claims for defects because of the new versions if the reported defects are reproducible or can otherwise be identified elsewhere by the customer.

4.3.4 **haus 12** cloud's updating services comprise the following individual services:
- The services to be provided by **haus 12** cloud comprise the provision of patches and updates to the customer for the duration of the contract. **haus 12** cloud shall provide patches for the customer when the patches are ready for use and have been tested by **haus 12** cloud. The customer is not entitled to receive patches and/or updates within specific periods.
- **haus 12** cloud shall to the best of its efforts provide patches that rectify serious software errors. However, the customer expressly acknowledges that this updating contract makes no assurances regarding a specific response time and/or regular intervals for the issuing of updates or patches. The customer can make no claims based on the late provision of updates or patches. The customer acknowledges that patches and updates from **haus 12** cloud can only be tested for standard installations. In particular, it is not possible to test side effects that have been carried out bypassing the mechanisms provided by the software as a result of a change to packages or the manual change to configuration files. An assurance that a particular patch or update leaves the software function unchanged in every situation is expressly not given.
- **haus 12** cloud shall provide the patches and/or updates to the customer by sending a data carrier or providing them on a server accessible via the internet, with notification via e-mail, at the customer's discretion. With each patch and/or update, the customer receives information in writing or via e-mail in which the installation is described. Installation media in which the patches and/or updates are integrated shall only be sent on request and at an additional charge.

4.3.5 The scope of software updating services does not include:
- Consulting services for the customer.
- Updating services that are necessary as a result of software use on another hardware system or operating system.
- Updating services after an interference by the customer in the program, program parts or program code of the software. Interference includes, among other things, the use of the program contrary to the function, or user errors.
- Updating services relating to interaction of the contractual software with other computer programs that are not the subject of the updating contract.
- Services and installation on the customer site and the travel expenses for this. On-site updating services shall be remunerated in accordance with the current price list.
- A commitment to analyse and eliminate problems for all preceding program corrections at the latest 2 months after delivery of a new program correction.
- Updating services shall not constitute a replacement for training and instruction in the program.

4.3.6 **haus 12** cloud grants the customers a right of use for the programs or program parts delivered in fulfilment of this contract to the same extent as the right of use it has for the program with which they are to be used as intended, or that they are to replace.

4.3.7 The right of use for the programs that are to be technically replaced by the delivered programs shall expire within two weeks once the customer is productively using the delivered programs, however at the latest one calendar month from receipt by the customer of the delivered programs.

4.4 Legal consequences in the event of impairment of performance

4.4.1 If the updating service is not provided in accordance with the contract, and if **haus 12** cloud is responsible for this, **haus 12** cloud is obliged to provide the updating service in accordance with the contract by a reasonable deadline without additional costs for the customer. A prerequisite for this is a notice of defects from the customer, which must be sent immediately, at the latest within 2 weeks from knowledge of the defect. If the essential parts of the updating service are not provided in accordance with the contract by a reasonable deadline, which must be set expressly by the customer, and **haus 12** cloud is responsible for this failure, the customer shall be entitled to terminate this contract without giving notice.

4.4.2 In the event of a termination without notice in accordance with section 4.5.1, **haus 12** cloud is entitled to remuneration for the services provided up to the time termination takes effect. No remuneration shall be due for any services which the customer can demonstrate within 4 weeks of giving notice of termination to be unsuitable for use by the customer now or in the future.

4.4.3 The right of extraordinary termination for other good cause remains unaffected. In this case, **haus 12** cloud is entitled to remuneration for the services provided up to the time termination takes effect. No remuneration shall be due for any services which the customer can show within 4 weeks of giving notice of termination to be unsuitable for use by the customer now or in the future.

4.5 **Additional services**

4.5.1 If an updating service provided as the result of a malfunction notification does not fall within the performance commitment due by **haus 12** cloud as a result of the contract, **haus 12** cloud is entitled to remuneration in accordance with its valid price list.

4.5.2 At the customer's request, **haus 12** cloud shall, within the bounds of what is reasonable and in return for reasonable remuneration, perform updating services not covered by the contract provided these updating services can be provided as part of **haus 12** cloud's normal business operations.

5. **Maintenance of hardware**

5.1 **Area of application**

5.1.1 The conditions in section 5 define provisions for the maintenance of hardware. The provisions in section 1 also apply subordinately.

5.2 **Scope of performance**

5.2.1 **haus 12** cloud shall be responsible for the maintenance needed for servicing and repair. At the start of the maintenance contract, a report shall be drawn up in which all the data needed for maintenance is recorded. In the event of devices that are no longer under guarantee, **haus 12** cloud reserves the right to inspect the technical condition of the hardware and to charge for this. Only technically flawless devices shall be maintained by **haus 12** cloud.

5.2.2 If hardware is moved, **haus 12** cloud must be informed of this in advance. Any higher costs arising from the move shall be borne by the customer.

5.2.3 **haus 12** cloud is only obliged to maintain hardware and software that was not delivered by **haus 12** cloud if this has been expressly agreed. Before other devices and/or hardware with software are included in the maintenance contract, **haus 12** cloud shall inspect the devices or software.

5.2.4 **haus 12** cloud shall, if necessary, bring spare parts for maintenance work or error rectification and shall exchange parts where necessary. The removed parts become the property of **haus 12** cloud. **haus 12** cloud shall only replace wearing parts and consumables at the customer's request and on a separate order in accordance with the current price list.

5.2.5 **haus 12** cloud shall provide maintenance services within the contractually agreed times. If, at the express wish of the customer, maintenance services are provided outside the contractually agreed service times, this work shall be charged for in accordance with **haus 12** cloud's currently valid price list.

5.2.6 **haus 12** cloud does not have to provide the customer with an alternative system or alternative hardware or software. Changes to the configurations, changes to the setup location, operating on the customer premises, delivery of the operating system and other software and their updates and training for the customer and/or the employees are not covered by the maintenance contract. Maintenance shall not constitute a replacement for training and instruction in the software or hardware.

5.2.7 **haus 12** cloud shall ensure proper disposal of the hardware components removed during the maintenance work. The customer is responsible for observing data protection regulations and for deleting data on removed hardware components.

5.2.8 The successful run of the device's own diagnostics programs and the boot operation of a device or PC are regarded as proof of operational readiness after maintenance has been carried out. The diagnostics run can prevent the start-up of the device within the time specified in the offer, and the period specified in the offer is therefore extended by the length of time needed for the diagnostics run. At the customer's request, the diagnostics run can be skipped. In this case, start-up is regarded as proof of operational readiness.

5.3 **Customer's obligations to cooperate**

5.3.1 **haus 12** cloud and its employees shall receive access rights that enable maintenance work to be carried out at all times, day and night, unless otherwise agreed in the contract.

5.3.2 The customer is obliged to use the hotline of third parties that have supplied the customer, and must bear the costs for this hotline. If higher expense is incurred by **haus 12** cloud as a result of incomplete or incorrect information from the third-party hotline, the customer must pay **haus 12** cloud's additional costs. They shall be remunerated in accordance with the current price list.

5.3.3 The customer shall ensure that a complete data backup is always made before the start of maintenance work. **haus 12** cloud cannot assume liability for damages caused by a data backup that was incorrect or was not carried out.

5.3.4 **haus 12** cloud is entitled, but not obliged, to check the customer's software licences. On request, the customer shall immediately provide **haus 12** cloud with all the necessary documents to perform this check. **haus 12** cloud is entitled to cease maintenance work until the check has been completed. The responsibility for proper licensing lies solely with the customer. If licence conditions need to be accepted during maintenance, **haus 12** cloud or its employees are entitled to acknowledge the licence conditions.

5.3.5 The customer may install software on the hardware to be maintained only after prior consultation with **haus 12** cloud. Additional expenditure incurred through a breach of this duty to provide information shall be remunerated by the customer in accordance with **haus 12** cloud's currently valid price list.

5.3.6 Before the start of maintenance work, the customer shall inform **haus 12** cloud of special legal, safety and health regulations that must be observed.

5.3.7 Before the start of maintenance work, the customer shall inform **haus 12** cloud of documentation and guarantees. The contracting parties agree that claims from guarantees shall be asserted first.

5.3.8 The remote data transmission telecommunication costs for the data connections shall be borne by the customer.

5.4 Error rectification

5.4.1 In the event of changes and enhancements to the hardware that were not clarified with **haus 12** cloud, **haus 12** cloud's maintenance obligation shall not apply if it is not possible to rule out that the error was caused by this change.

5.4.2 As part of maintenance, the customer shall receive a right of use for software to the same extent as the right it has for the software with which it is to be used as intended, or that it is to replace.

5.4.3 The customer gives **haus 12** cloud the authorisation to accept the licence conditions on behalf of the customer during error rectification work.

5.5 Warranty

5.5.1 A prerequisite for warranty claims is that the defects can be reproduced or identified. If **haus 12** cloud offers a workaround solution for errors, performance is no longer regarded as defective. In such a case, **haus 12** cloud is also entitled to make changes to the configuration of the hardware and software, if this does not adversely affect the operational reliability of individual pieces of hardware or the hardware as a whole.

5.5.2 If the maintenance is not provided in accordance with the contract, and if **haus 12** cloud is responsible for this, **haus 12** cloud is obliged to provide the maintenance in accordance with the contract by a reasonable deadline without additional costs for the customer. A prerequisite for this is an error message from the customer, which must be sent immediately, within 2 weeks from knowledge of the defect. If the essential parts of the maintenance service are not provided in accordance with the contract by a reasonable deadline, which must be set expressly by the customer, and **haus 12** cloud is responsible for this failure, the customer shall be entitled to terminate this contract without giving notice.

5.5.3 In the event of a termination without notice in accordance with section 5.5.2, **haus 12** cloud is entitled to remuneration for the services provided up to the time termination takes effect. No remuneration shall be due for any services which the customer can demonstrate within 4 weeks of giving notice of termination to be unsuitable for use by the customer now or in the future.

5.5.4 A defect is not deemed to exist if the customer itself or a third party has, without the prior written consent of **haus 12** cloud, interfered with the hardware and the defect occurred after the interference in the hardware, unless the customer proves that the hardware defect was not caused by the interference.