Terms and Conditions

I Preamble with contents of General Terms and Conditions
1. The following terms and conditions regulate the contractual relationship between the commercially actingTIS Technical Information Systems GmbHMüller-Armack-Strasse 846397 Bocholthereinafter referred to as "TIS"and customers.

2. TIS is a provider of telematics and/or radio solutions and in this context provides services that can supplement the leading systems of the customers with the area of telematics and/or radio. TIS can therefore not guarantee the functionality of the overall system operated by the customer or assume responsibility for success.

3. TIS is available under the following contact data:

Telephone: +49 2871 27220
E-Mail: info@tis-gmbh.de

4. The Terms and Conditions are separated into the four following sections, marked by the roman I-IV labeled sections, with associated upper and lower digits

Preamble with contents of terms and conditionsI General provisions for all services1. Contract parties2. Validity of these Terms and Conditions3. Services, promised features and guarantees4. Subject to alterations5. Reservation of the right to rescind6. Conclusion of contract7. Period of agreement and Termination8. Dates and deadlines9. Delivery dates / partial delivery / delivery times / risk10. General collaboration duties of the customer11. Credit analysis and provision of security12. Credit agency / SCHUFA / CEG / BÜRGEL13. Defects Classification / Classification Process / Customer Participation14. Liability for defects15. Event of default16. Other Liabilities17. Rights of use18. Infringement of intellectual property rights19. Limitation20. Retention of title21. Compensation22. Billing23. Privacy / Secrecy24. Textual form25. Contractual exclusion of setoff26. Applicable Law, Place of Jurisdiction and Ancillary Agreements27. Salvatorius clause28. Information on third-party software and rights to use third-party softwareII Special provisions for individual services1. Provisions for the transfer of software2. Development of software for the purpose of subsequent transfer3. Maintenance of software4. Hosting services5. Services by TIS within manufacturer hardware-service6. Other services7. Transfer of hardware8. Maintenance of hardwareIII Definitions

1. The contractual language is German.2. For the purpose of easier international understanding, these terms and conditions have been drawn up in two language versions, namely German and English. In the event of disputes, the German version shall be the authoritative version, which means in particular that in the event of differences

regarding the interpretation of individual clauses of these terms and conditions, the terms and definitions of German law shall be decisive.

II General provisions for all services

1. Contract parties
1.1 Only entrepreneurs, legal entities or partnerships are accepted as customers.1.2 Consumers are excluded as customers.

2. Validity of these Terms and Conditions
2.1 These terms and conditions apply exclusively to all services provided by TIS. 2.2 TIS does not recognise any conflicting or deviating terms and conditions.2.2 TIS does not recognise any terms and conditions that conflict with or deviate from these terms and conditions.2.3 To the extent that the customer is a merchant, they shall also apply to all future business relations, even if they are not expressly agreed again.2.4 TIS shall be entitled to amend or supplement these terms and conditions or the special service conditions at any time.2.5 Customers shall have the right to object to any amendment or supplement. 2.6 If the objection is not made in writing within four weeks of receipt of the notice of amendment, the amendments or additions shall take effect.2.7 Customers will be informed in text form at the beginning of the period that the notification of change or amendment will be deemed accepted if no written objection is made within four weeks.2.8 If the customer exercises the right of objection, TIS shall have the right to continue the contract under the previous conditions or to terminate the contract with one month's notice to the end of the month.

3. Services, promised features and guarantees
3.1 TIS owes services in accordance with the state of the art customary in the industry at the time of the respective conclusion of the contract.3.2 TIS shall not be obliged to expand the possibilities of use in accordance with technical developments free of charge without concluding maintenance and/or servicing contracts.3.3 The service details and components result (in the following descending order) fromthe agreements made in the contractthe relevant service description,the relevant special conditions of performance, the relevant price list,the relevant special terms and conditions of these GTC, andthe general terms and conditions of these GTC.3.4 Unless otherwise agreed, TIS owes Services as individual services to be provided and invoiced separately from each other.3.5 Insofar as specially described properties are assigned to products, these properties represent a description of performance which is not to be understood in the sense of a warranted property or a guarantee of quality or durability. Corresponding properties are not assured and corresponding guarantees are not agreed.

4. Subject to alterations

4.1 TIS has the right to change or deviate from the promised services if the change or deviation is reasonable for the customer taking into account the interests of TIS. 4.2 The change or deviation is reasonable if the customer is not worse or better off or does not deviate significantly from the service. 4.2 The change or deviation is reasonable if the customer is not placed in a worse or better position or if there is no significant deviation from the service.

5. Reservation of the right to rescind
5.1 TIS shall be entitled to withdraw from the contract by rescission or termination if this is objectively justified; insofar as continuing obligations are concerned, TIS shall be entitled to ordinary termination even without objective justification. The right to extraordinary termination shall also remain unaffected.5.2 TIS shall be entitled to withdraw from parts of its obligation to perform by rescission or termination if this is objectively justified; insofar as continuing obligations are concerned, TIS shall be entitled to terminate the contract without notice even without objective justification. The right to extraordinary termination shall also remain unaffected.5.3 The changes or deviations shall be objectively justified in all cases, 5.3.1. if third parties from whom TIS obtains preliminary services for the provision of its own services change or discontinue their range of services,5.3.2. if the customer breaches his duty of care with regard to the goods delivered under retention of title,5.3.3. if the customer makes false statements regarding creditworthiness,5.3.4. in the event of impossibility, force majeure, strike and natural disasters, and5.3.5. in the event of breach of duty by the customer, provided that the customer has been granted a reasonable period of grace for performance of the duty.5.4 In the event of non-availability of the advance performance, TIS undertakes to inform the customer without delay of the non-availability of the performance and to reimburse without delay any consideration already paid.

6. Conclusion of contract
6.1 The advertising of the products on the Internet or in catalogues by TIS constitutes a non-binding and non-binding invitation to customers to submit an offer (order). This shall apply mutatis mutandis to letters from TIS designated as "offers without engagement". 6.2.6.2 The customer may place an order in writing, by telephone or in text form.6.3 TIS may accept the offer either verbally or by confirming the order in writing or text form or by delivery.6.4 If the order confirmation from TIS differs from the customer's offer, it shall constitute a new offer and the acceptance of the offer shall be made by the customer on the terms stated in the order confirmation, at the latest by delivery.6.5 TIS has the right to reject an offer.

7. Period of agreement and Termination
7.1 Insofar as continuing obligations exist 7.1.1. concerning the provision of software, the term of the contract shall initially be 2 months and shall be extended by one month in

each case unless the contractual relationship is terminated in text form with 6 weeks' notice to the end of a term. 7.1.2. concerning mobile components, the term of the contract shall initially be 2 months and shall be extended by one month at a time unless the contractual relationship is terminated in text form with 6 weeks' notice at the end of a term.The date of receipt of the notice of termination by the contractual partner shall be decisive. 7.2.7.2 The parties may terminate the contractual relationship extraordinarily if there is good cause. Good cause shall be deemed to exist in particular if the customer is in arrears with the payment of the usage fee or a significant part thereof for more than two consecutive months or is in arrears with the payment of the usage fee for a period of more than two months in an amount equal to the usage fee for two months.

8. Dates and deadlines
8.1 Service dates and deadlines for the commencement of the Services shall only be binding if TIS expressly confirms them and the Customer has in good time met all the preconditions within its control for the performance of the Service by TIS.8.2 In case of doubt, the date of the first provision of services by TIS stated in the "Order Confirmation" shall apply to the commencement and calculation of periods related to the term and end of the contract (e.g. minimum contract periods).8.3 In the event of an unforeseeable, unavoidable impediment to performance beyond the control of TIS, the dates and deadlines shall be postponed by a reasonable period of time.8.4 If the services of TIS are delayed, the customer shall only be entitled to withdraw from the contract if TIS is responsible for the delay and a reasonable deadline set by the customer for performance has expired without success.

9. Delivery dates / partial delivery / delivery times / risk
9.1 Delivery dates specified by the customer in his order shall require our confirmation in order to be valid.9.2 Partial deliveries are permissible insofar as they are reasonable for the customer.9.3 Delivery shall be ex works, carriage forward.9.4 The commencement of the delivery period stated by us shall be subject to the customer providing all information, documents and items to be provided by him as agreed. The delivery period shall be deemed to have been met if the delivery item has left our works or our warehouse by the expiry of the period or if we have notified the customer that the delivery item is ready for dispatch.9.5 The delivery period shall be extended appropriately in the event of measures within the scope of industrial disputes, in particular strikes and lockouts or official requirements or orders, as well as in the event of the occurrence of unforeseen obstacles which are beyond the control of TIS, insofar as such obstacles demonstrably have a significant influence on the completion or delivery of the item to be delivered. This shall also apply if the circumstances occur during the delivery.9.6 The risk of accidental loss and accidental deterioration of the items to be delivered shall pass to the customer upon handover to the forwarding agent, the carrier or the persons otherwise designated to carry out the shipment. The handover is the

same if the customer is in default of acceptance. In addition, the risk for items to be delivered shall pass to the customer upon receipt of the notification of readiness for dispatch.9.7 In the absence of an express agreement to the contrary, the route, type and means of dispatch shall be left to TIS's discretion without any guarantee for the fastest and cheapest transport. The interests of the customer shall be reasonably taken into account. Upon request, TIS shall insure the goods to be delivered against theft, breakage, transport, frost, fire and water damage as well as other risks to be named by the customer at the customer's expense to the extent possible.9.8 If dispatch is delayed at the request of the customer, TIS shall charge the costs incurred for storage, starting one month after notification of readiness for dispatch.

10. General collaboration duties of the customer
10.1 The customer shall provide TIS with all necessary information and documents from its sphere. The customer shall grant the employees of TIS access to its premises and/or the existing information technology infrastructure to the extent that this is necessary for the performance of the service and the contractually agreed personal requirements are met. 10.2 If the customer fails to comply with his cooperation obligations despite being requested to do so by TIS, or fails to do so in time or incompletely, and if he is responsible for this,10.2.1. TIS may make an offer to provide these services itself instead of the customer,10.2.2. the dates and deadlines affected by the delay shall be postponed appropriately if and to the extent that they cannot be met due to the delay. 10.2.3 Any claims of TIS for compensation and/or the right to terminate or withdraw, if applicable, shall remain unaffected.10.3 Unless otherwise stipulated, special duties to cooperate shall also arise from the special contractual conditions in addition to the above provisions.

11. Credit analysis and provision of security
11.1. If, before or after the conclusion of the contract, there are reasonable doubts about the creditworthiness of the customer because, on the basis of the information obtained in accordance with the following sub-item, it is to be expected that the enforcement of claims against the customer will be associated with considerable difficulties, in particular because the customer is in arrears with obligations from other (existing or previous) contracts or such contracts have not been settled in accordance with the contract or comparable cases exist, TIS may require the provision of adequate security in the form of an interest-bearing deposit or a directly enforceable guarantee from a credit institution domiciled in the EU or limit the scope of access to its services if the customer does not provide the security or does not provide it in sufficient amount or if even such security does not offer sufficient protection against bad debts (e.g. if the customer does not provide the security on oath). (e.g. if the customer has made an affidavit or has not complied with a request to do so) or there is another serious reason, e.g. the customer has provided incorrect information or there is a reasonable suspicion that the customer

is using or intends to use the services improperly. Any security provided shall be released after termination of the contractual relationship if the customer has settled all claims of TIS.11.2 TIS shall be entitled to set off the security deposit against such claims which the customer fails to settle despite due date and reminder.11.3 TIS shall return the security deposit if the above conditions no longer apply.11.4 Furthermore, TIS may also refuse to conclude a contract due to insufficient creditworthiness.

12. Credit agency / SCHUFA / CEG / BÜRGEL
12.1 TIS is entitled to obtain information from credit agencies as part of the credit assessment. TIS shall also be entitled to transmit to the credit agencies the customer's data required for collection due to non-contractual settlement (e.g. default summons applied for in the case of an undisputed claim, writ of execution issued, compulsory enforcement measures). Insofar as such data from other customer relationships accrue at a credit agency during the customer relationship, TIS may also receive information about this. The respective data transfer and storage shall take place within the framework of the provisions of data protection law and only insofar as this is necessary to protect the legitimate interests of TIS, a contractual partner of the credit agency or the general public and the interests of the customer which are worthy of protection are not impaired thereby. 12.2.12.2 If consent has been given to obtain information from SCHUFA, CEG, Creditreform or BÜRGEL, this shall have the following scope:

"I/We consent to TIS providing SCHUFA HOLDING AG, Kormoranweg 5, 65201 Wiesbaden (SCHUFA), and/or CEG Creditreform Consumer GmbH, Hellersbergstraße 14, 41460 Neuss (CEG), and/or BÜRGEL Wirtschaftsinformationen GmbH & Co. KG, P.O. Box 500166, 22701 Hamburg, or any other credit reference agency, and receives information about me/us from SCHUFA/CEG/BÜRGEL. Independently of this, TIS will also transmit data to SCHUFA/CEG/BÜRGEL due to non-contractual behaviour (e.g. termination due to default of payment, order for payment applied for in the case of an undisputed claim as well as compulsory enforcement measures). According to the Federal Data Protection Act, these reports may only be made insofar as this is permissible after weighing up all the interests concerned. SCHUFA/CEG/BÜRGEL stores and transmits the data to its contractual partners in the European internal market in order to provide them with information for assessing the creditworthiness of natural persons. SCHUFA/CEG/BÜRGEL's contractual partners are primarily credit institutions, credit card companies and leasing companies. In addition, SCHUFA/CEG/BÜRGEL provides information to commercial, telecommunications and other companies that provide services and deliveries against credit. SCHUFA/CEG/BÜRGEL only makes personal data available if a justified interest in this has been credibly demonstrated in the individual case. SCHUFA/CEG/BÜRGEL discloses address data for the purpose of determining debtors. When providing information, SCHUFA/CEG/BÜRGEL may also provide its contractual partners with a probability value calculated from its database to assess the

credit risk (score procedure).I/We can obtain information from SCHUFA/CEG/BÜRGEL about the data stored concerning me/us (SCHUFA HOLDING AG, Kormoranweg 5, 65201 Wiesbaden, www.schufa.de; CEG Creditreform Consumer GmbH, Hellersbergstraße 14, 41460 Neuss, www.cegplus.de; BÜRGEL Wirtschaftsinformationen GmbH & Co. KG, Postfach500166, 22701 Hamburg)."

13. Defects Classification / Classification Process / Customer Participation
13.1 Unless otherwise agreed, a distinction is made between the following four classes within the scope of the warranty and the service:13.1.1 A defect that prevents operation exists if the use of the respective service is impossible or severely restricted.13.1.2 An operationally impeding defect exists if the use of the respective service is significantly restricted.13.1.3 A minor defect exists if the use of the respective service is possible with slight restrictions.13.1.4 A defect that impedes operation shall also be deemed to exist if the slight defects lead to a considerable restriction in the use of all individual services.13.1.5 There is no defect, but there are nevertheless slight restrictions which hinder or prevent operation.13.2 TIS shall decide on the classification of the occurring restrictions as operationally hindering, operationally hindering and slight defects or no defect with due consideration of the opinion of the customer and with special consideration of the following reasons:13.2.1 TIS, in its capacity as a provider of telematics software, only provides part of the software used by the Customer.13.2.2 Customers therefore primarily use leading third-party software, usually consisting of a freight forwarding software, an ERP system or an enterprise resource planning system, which exchanges data with the software provided by TIS via interfaces, transfers them to TIS software products or takes them over.13.2.3 The third-party software used by the customer can therefore either not forward data to be forwarded to the interfaces of the software provided by TIS or not process data provided by TIS software. In both cases there is no defect in the services of TIS, unless otherwise agreed upon.13.2.4 The customer undertakes to cooperate in the determination, in particular to provide TIS with the data supplied by third-party software products or used by TIS after handover for the purpose of verification.

14. Liability for defects
14.1 In principle, there is a statutory right of liability for defects, unless otherwise stipulated. 14.2 TIS warrants that the services are free from defects that would render them unsuitable for the contractual use or reduce their suitability. 14.3 An insignificant defect or insignificant reduction in suitability shall be irrelevant. 14.4 TIS shall not be liable for the consequences of improper handling, use, maintenance and operation of the delivered goods or for the consequences of normal wear and tear, in particular of wearing parts such as rechargeable batteries, batteries, display protection foils, printer colour ribbons, printer colour foils, printer paper or failure to observe the operating instructions.14.5 The customer's liability claims for material defects do not extend to

software or hardware which the customer has modified or which the customer does not use in an agreed system environment, unless the customer proves that this use is not the cause of the reported defect.14.6 The prerequisite for the customer's claims is the reproducibility or detectability of the defects.14.7 In the case of purchase and work and materials contracts, the customer shall inspect the goods immediately after delivery by TIS, insofar as this is feasible in the ordinary course of business, and shall notify TIS immediately if a defect becomes apparent. The customer shall report the defect in writing, stating the information known to him and relevant for its detection, unless another form of notification of the defect has been agreed. The customer shall take reasonable measures to facilitate the identification of the defects and their causes. If the customer fails to give such notice, the goods shall be deemed to have been accepted, unless the defect was not recognisable during the inspection. If such a defect is discovered later, the notification must be made immediately after discovery; otherwise the goods shall be deemed to have been approved also in view of this defect. If TIS has fraudulently concealed the defect, TIS may not invoke these provisions.14.8 Furthermore, the customer shall report defects in writing without undue delay, stating the information known to him and useful for their detection, unless another form of fault report has been agreed. The customer shall take reasonable measures to facilitate the identification of the defects and their causes.14.9 Product-specific liability for defects provisions are also contained in the special provisions for special services. They apply in addition to and, in the event of a conflict with the terms of these general provisions, take precedence over them.14.10. Insofar as liability is not excluded or an exclusion proves to be legally non-excludable, liability shall be limited to the foreseeable damage typical for the contract.

15. Event of default
15.1 In the event of default, the customer may set TIS a reasonable deadline for performance. A deadline is reasonable if it is at least 3 weeks. After expiry of this period the customer may withdraw from the contract in whole or in part.15.2 The customer shall be obliged to declare at the request of TIS whether he withdraws from the contract due to the delay in performance or insists on the performance. This request shall be made during the period referred to in the first sub-clause of this section (delay) sentence 1 and with reasonable notice before its expiry. Until receipt of the answer by TIS, TIS shall remain entitled to perform.The following sub-clauses of this section (Default) shall remain unaffected. 15.2.1.15.2.1 If the customer claims damages instead of performance and if the contract does not provide for a date for the end of a provision period, the payment obligation shall be limited to twice the monthly remuneration for the product concerned. 15.2.2 The claim to performance is excluded as soon as the customer has demanded damages instead of performance.15.2.3 If the contract provides for a date for the end of a transfer period, the compensation for damages shall be limited to 8% of the total remuneration for the product concerned.15.3 Claims by the customer for

compensation for loss of profit are excluded. 15.4 The limitations of liability shall not apply if damages resulting from injury to life, body or health or claims under the Product Liability Act are affected or guarantees are affected. Furthermore, liability for the breach of obligations, the fulfilment of which is essential for the proper performance of the contract and on the observance of which the customer may regularly rely, shall remain unaffected. The same shall apply to breaches of duty by TIS vicarious agents.15.5 Product-specific provisions are also contained in the special provisions for special services. They shall apply in addition and, in the event of a conflict with the terms of these general provisions, shall take precedence.15.6 Insofar as liability is not excluded or an exclusion proves to be legally non-excludable, liability shall be limited to the foreseeable damage typical for the contract.

16. Other Liabilities
16.1 The liability is finally regulated for delay under the heading Delay and for liability for defects under the heading Liability for Defects.16.2 In all other respects TIS shall be liable for damages for which it is responsible as follows:16.2.1. for damage to property up to EUR 100,000 per contract;16.2.2. liability for financial loss is limited to 100,000 euros per contract.16.2.3. claims for loss of profit are excluded.16.2.4 In the event of loss of data, TIS shall only be liable for the expenditure required to restore the data if the customer has properly backed up the data. In the event of slight negligence on the part of TIS, this liability shall only apply if the Customer has carried out a proper data backup immediately before the measure leading to the loss of data.16.3 The limitations of liability shall not apply to the extent that damages resulting from injury to life, body or health or claims under the Product Liability Act are affected or guarantees are affected. Furthermore, liability for the breach of obligations, the fulfilment of which is a prerequisite for the proper performance of the contract and on the observance of which the customer may regularly rely, shall remain unaffected. The same shall apply to breaches of duty by TIS vicarious agents.16.4 In the event of damage to property and financial loss caused by negligence, we shall only be liable in the event of a breach of a material contractual obligation, but limited in amount to the damage foreseeable at the time of conclusion of the contract and typical for the contract.

17. Rights of use
The rights of use result from the special provisions for special services.

18. Infringement of intellectual property rights
18.1 If a third party asserts claims against the customer for infringement of property rights through the use of the delivered products and if their use is impaired or prohibited as a result, TIS shall be liable as follows:18.1.1 TIS shall, at its option and expense, either modify or replace the delivered products in such a way that they do not infringe the property right but essentially correspond to the agreed performance and

functional features in a way that is reasonable for the customer or indemnify the customer from licence fees vis-à-vis the property right holder or third parties. If TIS does not succeed in doing so under reasonable conditions, TIS shall take back the products against reimbursement of the remuneration paid less an amount taking into account the time of use. In this case the customer shall be obliged to return the products.18.1.2 Prerequisites for the liability of TIS are that the customer immediately notifies TIS of claims of third parties, does not acknowledge the alleged infringement of property rights and either leaves any dispute, including any out-of-court settlements, to TIS or conducts it only in agreement with TIS. Any necessary court costs and lawyers' fees incurred by the customer as a result of the legal defence shall be borne by TIS.18.1.3 If the Customer discontinues use for reasons of mitigation of damages or other important reasons, it shall be obliged to point out to the third party that the discontinuation of use does not constitute an acknowledgement of the alleged infringement of property rights.18.1.4 Insofar as the customer is responsible for the infringement of the property right, claims against TIS shall be excluded.18.1.5 Further claims of the customer due to an infringement of third party property rights are excluded. 18.2 The limitations of liability shall not apply to the extent that damages resulting from injury to life, body or health or claims under the Product Liability Act are affected or guarantees are affected. Furthermore, liability for the breach of obligations, the fulfilment of which is essential for the proper performance of the contract and on the observance of which the customer may regularly rely, shall remain unaffected. The same shall apply to breaches of duty by TIS vicarious agents.18.3 The limitations and exclusions of liability shall not apply if the damage is covered by the business liability insurance of TIS and the insurer pays.18.4 Insofar as liability is not excluded or an exclusion proves to be legally non-excludable, liability shall be limited to the foreseeable damage typical for the contract.

19. Limitation
Claims in accordance with the above sections Liability for Defects, Default, Other Liability shall become statute-barred 3 years after knowledge, but no later than 5 years after delivery, unless otherwise stipulated in the special provisions for special services.

20. Retention of title
20.1 Ownership of the goods delivered by TIS shall remain with TIS until full payment of all claims arising from the business relationship with the customer and may neither be pledged nor assigned as security.20.2 In the event of seizures or other interventions by third parties, the customer is obliged to inform TIS immediately.20.3 The securities shall be released at the customer's request if the value of the securities exceeds the claims to be secured by more than 25%.

21. Compensation
21.1 The amount of the remuneration, its due date and invoicing result from the contract

and from the special provisions for special services of the terms and conditions.21.2 The prices are ex works and exclusive of the statutory value added tax.21.3 Unless otherwise agreed, invoices are due for payment immediately and without deduction.21.4 The scope of delivery results from the contract.21.5 If a supplier of TIS increases or decreases a price with effect for TIS, TIS shall pass this on to the customer. 21.5.1.21.5.1 Increases are excluded for which a delivery date within 4 months after conclusion of the contract has been agreed. In the event of a price increase of more than 10% compared to the previously applicable price, the customer may withdraw from the contract within 30 days of notification thereof.21.5.2 Reductions shall be passed on by TIS to the customer without notice.21.6 If a price adjustment has been agreed in the case of continuing obligations for services, the following shall apply unless otherwise agreed:21.6.1 An increase in the remuneration may be announced for the first time 9 months after delivery of the product, further increases at the earliest in each case 9 months after the previous increase takes effect.

22. Billing
22.1 Pursuant to § 14 UStG, invoices may be sent electronically subject to the consent of the recipient.22.2 TIS is entitled to send invoices as pdf invoices by e-mail (electronic invoice dispatch).

23. Privacy / Secrecy
23.1 The Customer shall ensure that TIS is informed of all relevant facts which go beyond the statutory provisions and the knowledge of which is necessary for TIS for reasons of data protection and confidentiality.23.2 Before handing over a data carrier to TIS, the customer shall ensure the deletion of contents worthy of protection, unless otherwise agreed.23.3 The customer and TIS shall ensure that all persons entrusted with the processing or performance of the contract comply with the statutory provisions on data protection. The obligation to data secrecy required under data protection law shall be made at the latest prior to the first commencement of the activity and evidence thereof shall be provided upon request.23.4 The Customer and TIS shall ensure that all technical and organisational measures are taken which are necessary to guarantee the implementation of the provisions of the aforementioned sub-clause, in particular that the requirements specified in the Annex to Section 9 BDSG are met.23.5 The Customer and TIS may terminate the contract in whole or in part if they culpably fail to comply with the obligations within a set reasonable period of time or violate data protection regulations intentionally or by gross negligence.23.6 The Customer and TIS shall be obliged to treat all confidential information, business and trade secrets obtained within the framework of the contractual relationship as confidential, in particular not to pass them on to third parties or to use them other than for contractual purposes.23.7 TIS may include the name of the customer and a brief description of the service provided in a reference list. All other advertising references to the Customer shall be agreed with the

Customer in advance.

24. Textual form
The contract and its amendments as well as all declarations, notification and documentation obligations relevant to the contract must be in writing, unless another additional form is agreed.

25. Contractual exclusion of setoff
The customer is not entitled to set off his own claims against claims for payment unless the claims are undisputed or have become res judicata.

26. Applicable Law, Place of Jurisdiction and Ancillary Agreements
26.1 The contract, including these terms and conditions, shall be governed by the substantive law of the Federal Republic of Germany. The provisions of the Vienna UN Convention of 11 April 1980 on Contracts for the International Sale of Goods (CISG, UN Sales Convention) shall not apply.26.2 In the event of legal disputes, the place of jurisdiction shall be the registered office of TIS if26.2.1. the customer is a merchant or26.2.2. the customer has no general place of jurisdiction in the territory of the Federal Republic of Germany or26.2.3. the customer is a legal entity under public law.26.3 TIS shall also be entitled to bring an action at any other place of jurisdiction provided for by law.26.4 No ancillary agreements have been made.

27. Salvatorius clause
27.1 Should individual provisions of the contract or these terms and conditions be invalid, this shall not affect the validity of the remaining provisions.27.2 The contracting parties shall cooperate to replace invalid provisions with provisions that correspond as closely as possible to the invalid provisions.

28. Information on third-party software and rights to use third-party software
28.1 There is a possibility that the use of the software of TIS according to the licence terms of the third-party software used at the Customer's premises may result in the Customer having to acquire further rights of use to this software from these providers.28.2 The Customer itself shall be responsible for procuring rights of use to third-party software.

III Special provisions for individual services

1. Provisions for the transfer of software

1.1. General provisions for the transfer of software

1.1.1. Subject of the contract

1.1.1.1 The following terms and conditions apply to the provision and use of software in the version provided under the contract.1.1.1.2 They do not apply to additional services such as installation, integration, parameterisation and adaptation of the standard software to the needs of the Customer. 1.1.1.3 Unless otherwise agreed, the customer shall be responsible for proper data backup.

1.1.2. The nature and extent of the service

1.1.2.1 TIS shall provide the Customer with software as agreed in the contract.1.1.2.2 The documentation of the Software may be delivered in German and in printed or printable form, unless otherwise agreed.1.1.2.3 The Software has been scanned with an up-to-date virus scan program at a reasonable time prior to the respective delivery to the Customer (if a delivery is made). TIS declares that the check has not revealed any indication of damaging functions in the software.

1.1.3. Rights of use

1.1.3.1 Software is protected by copyright.Software is provided to the customer for use in accordance with its intended purpose. The scope of the intended use as well as the type and scope of the rights of use result from the contract and these terms and conditions. 1.1.3.2 The intended use is also determined by the system and operating environment of the software at the time of the first transfer. In the event that software is ported to hardware acquired at a later date, restrictions on use may arise which must be eliminated against payment.1.1.3.3 The intended use is also determined by the system and operating environment of the software at the time of the initial transfer. In the event that software is ported to hardware acquired at a later date, restrictions on use may arise which must be eliminated against payment.1.1.3.4 The customer undertakes to take appropriate technical and organisational measures to ensure that the software is used as intended.1.1.3.5 The customer is entitled to make a copy of the software for backup purposes. The copies of the software for the purpose of proper data backup are part of the intended use.1.1.3.6 Use in a system environment other than an agreed system environment shall require the consent of TIS. If a system environment defined in the contract is not operational, use shall be permitted temporarily in another suitable system environment until the fault has been rectified.1.1.3.7 The customer undertakes not to convert the software into another code form unless this is permissible under copyright regulations.1.1.3.8 TIS shall inform the customer of any copy and use restrictions contained in the software, insofar as they are known.

1.2. Special provisions for the transfer of software

1.2.1. Temporally unlimited transfer of software

1.2.1.1. Rights of use
1.2.1.1.1. if no other rights of use are granted in the contract, TIS shall grant the customer the following rights of use to the software:1.2.1.1.1.1. the non-exclusive right of use,1.2.1.1.1.2. the right of use in the system environment agreed in the contract,1.2.1.1.1.3. the transferable right of use with the restriction of sub-paragraph 1.2.1.1.2,1.2.1.1.1.4. the permanent and non-terminable right of use with the restriction of sub-paragraph 1.2.1.2.1.2.1.1.2 If the customer is entitled to transfer the rights of use to a third party and makes use of this right, he shall impose his obligations on the third party. The customer's rights of use shall expire with the transfer. The same shall apply to retransfers. All existing copies of the software shall be deleted or returned to TIS.

1.2.1.2. Extraordinary Termination of Rights of use
1.2.1.2.1 If the customer seriously infringes the agreed rights of use or property rights of the right holder, TIS may extraordinarily terminate the rights of use to the affected software.1.2.1.2.2 In the event of termination, the customer shall be obliged to delete or return to TIS the original of the software affected by the termination, including the documentation and all copies.1.2.1.2.3 At the request of TIS, the customer shall provide a declaration of deletion.1.2.1.2.4 The customer shall be entitled to retain a copy of the software for testing and archiving purposes if a corresponding agreement has been made. The other statutory provisions shall remain unaffected.

1.2.1.3. Compensation
1.2.1.3.1 In the case of a contract of sale or a contract for work and materials, the remuneration shall be due immediately. 1.2.1.3.2 In the event of the conclusion of a contract for work and services, the remuneration shall be due after acceptance.1.2.1.3.3 In the case of agreed partial performance, these provisions shall apply accordingly.

1.2.1.4. Liability for defects, defects liability period
1.2.1.4.1 If the obligation of TIS to remedy defects is not contractually excluded, the following shall apply:1.2.1.4.1.1 The obligation of TIS to remedy defects shall apply to the latest version of the software taken over by the customer. Unless otherwise agreed, a new version shall be taken over by the customer if it serves to avoid or eliminate defects. The customer shall not be obliged to accept a new version if this cannot reasonably be expected of him because the new version deviates significantly from the specifications agreed in the contract. If the customer does not accept a new version for this reason, its other rights under these terms and conditions shall remain unaffected. 1.2.1.4.1.2 If a new version of the software is handed over, the respective replaced version shall be destroyed or handed over to TIS upon request. 1.2.1.4.1.3 If a new version of the software provided to the customer contains more functionality or more performance features than the contractually owed version ("additional performance"), the customer shall only be obliged to pay a transfer fee to be agreed if he wishes to use the additional

performance. There is no obligation to use the additional performance.1.2.1.4.1.4 TIS may remedy the defect at its own discretion by removal, bypass or new delivery. The rectification of defects shall also include the delivery of a printed or printable correction instruction for the documentation, insofar as this is necessary.1.2.1.4.2 If TIS does not complete the rectification of defects within a reasonable period of time, the customer may set a grace period. If the rectification or subsequent delivery is not completed within the period or if it is deemed to have failed for other reasons, the customer may demand a reasonable reduction of the remuneration.1.2.1.4.3 The warranty period shall be 12 months from delivery, unless otherwise agreed. The warranty period for defects in supplementary performance shall also end upon expiry of the warranty period pursuant to the preceding sentence.

1.2.2. Temporary Use of Software   (rent / SaaS / Test- and Demonstration-purposes)

1.2.2.1. Rights of use

If no other agreements on rights of use are made in the contract, TIS shall grant the customer the following rights of use to the software:1.2.2.1.1. the non-exclusive right of use,1.2.2.1.2. the right of use in the system environment agreed in the contract,1.2.2.1.3. the non-transferable right of use,1.2.2.1.4. the temporary and terminable right of use.1.2.2.1.5 The same shall apply to the transfer for testing and demonstration purposes for the period of the test or demonstration.

1.2.2.2. Duration and termination of rights of use

1.2.2.2.1 The duration of the provision of the software shall be determined by the contract. 1.2.2.2 In the event of termination, the customer shall be obliged to delete or return to TIS the original of the software affected by the termination, including the documentation and all copies. Upon request by TIS, the customer shall provide a declaration of the deletion. The customer shall be entitled to retain a copy of the software for testing and archiving purposes if a corresponding agreement has been made in the contract.1.2.2.3 The other statutory provisions shall remain unaffected.

2. Development of software for the purpose of subsequent transfer

2.1. Subject of the contract

2.1.1 Unless otherwise agreed in the contract, the terms and conditions for the creation of software shall be governed by the terms and conditions set out in subsections 1.1 and 1.2 of this section mutatis mutandis.2.1.2 The following provisions shall apply in addition.

2.2. Acceptance

2.2.1 Unless otherwise agreed, acceptance of the Software shall take place in several phases as follows:2.2.1.1 Delivery to the Customer,2.2.1.2 Installation at the customer's

premises in a test environment or in the system environment,2.2.1.3. two-week test phase by the customer,2.2.1.4. immediate commencement by TIS of the rectification of any defects discovered during the test phase,2.2.1.5. once all defects have been rectified, TIS shall request the Customer to declare acceptance. 2.2.1.6 Acceptance shall be declared within 7 working days. If the customer does not declare acceptance within this period, the software shall be deemed to have been accepted.

2.3. Compensation

2.3.1 The amount of the remuneration shall be determined in the contract.2.3.2 Unless otherwise agreed, the remuneration shall be due in instalments, namely2.3.2.1. 50 % when the order is placed, 2.3.2.2. 25 % after handover or delivery or installation,2.3.2.3. 5 % after completion of the test phase2.3.2.4. 20% after acceptance.

2.4. Liability for defects, defects liability period

2.4.1 If the obligation of TIS to remedy defects is not contractually excluded, the following shall apply:2.4.1.1 The obligation of TIS to remedy defects shall apply to the last version of the Software accepted by the Customer. 2.4.1.2 If a new version of the Software is provided, the replaced version shall be destroyed.2.4.1.2 In the event that a new version of the software is handed over, the respective replaced version shall be destroyed or handed over to TIS upon request. 2.4.1.3 If a new version of the software provided to the customer contains more functionality or more performance features than the contractually owed version ("additional performance"), the customer shall only be obliged to pay a transfer fee to be agreed if he wishes to use the additional performance. There is no obligation to use the additional performance.2.4.1.4 TIS may remedy the defect at its own discretion by removal, bypassing or new delivery. The rectification of defects shall also include the delivery of a printed or printable correction instruction for the documentation, insofar as this is necessary.2.4.1.5 If TIS fails to remedy the defect within a reasonable period of time, the customer may set a grace period. If the rectification, bypass or new delivery is not completed within the period or if it is deemed to have failed for other reasons, the customer may only demand a reasonable reduction of the remuneration.2.4.2 The warranty period shall be 12 months from acceptance, unless otherwise agreed and TIS has not fraudulently concealed the defect. The warranty period for defects in supplementary performance shall also end upon expiry of the warranty period pursuant to the preceding sentence.

3. Maintenance of software

3.1. The nature and extent

3.1.1 TIS shall provide maintenance services for software in accordance with the agreements in the offer and by personnel qualified to provide the agreed maintenance services. 3.1.2 The current version of the software at the time of delivery shall be

maintained, taking into account the previous maintenance services provided up to the time of the current maintenance service.3.1.2 The current version of the software at the time of delivery shall be maintained, taking into account the previous maintenance services provided up to the time of the current maintenance service, i.e. the maintenance of the latest version issued by TIS is owed. Old versions do not have to be maintained.3.1.2.1 If the customer does not use the software listed in the offer in accordance with the system environment, he shall not be entitled to the agreed maintenance services.3.1.2.2 If the customer does not use the software listed in the offer in accordance with the agreements on rights of use in the transfer contract, he shall not be entitled to the maintenance services.

3.2. Customer Participation
3.2.1 The Customer shall support TIS to a reasonable extent in the performance of the services under the service contract. In particular, he shall inform TIS of the scope of the existing rights of use and - to the extent necessary - of the scope of processing rights by third parties to the software listed in the offer. He shall provide the necessary information and documents in full and in good time. Any further cooperation services shall require a separate agreement. The contact persons of the parties are exclusively the responsible contact persons named in the contract.3.2.2 The customer shall inspect the goods immediately after delivery by TIS, insofar as this is feasible in the ordinary course of business, and, if a defect becomes apparent, shall notify TIS immediately.3.2.3 The customer shall report the defect in writing, stating the information known to it and relevant for its detection, unless another form of notification of the defect has been agreed.3.2.1 The Customer shall support TIS to a reasonable extent in the performance of the services under the service contract. In particular, he shall inform TIS of the scope of the existing rights of use and - to the extent necessary - of the scope of processing rights by third parties to the software listed in the offer. He shall provide the necessary information and documents in full and in good time. Any further cooperation services shall require a separate agreement. The contact persons of the parties are exclusively the responsible contact persons named in the contract.3.2.2 The customer shall inspect the goods immediately after delivery by TIS, insofar as this is feasible in the ordinary course of business, and, if a defect becomes apparent, shall notify TIS immediately.3.2.3 The customer shall report the defect in writing, stating the information known to it and relevant for its detection, unless another form of notification of the defect has been agreed.

3.3. Customer participation in software maintenance/ reporting or defects
3.3.1 As a matter of principle, defects shall be reported by trained key users both via the TIS ticket system and via the telephone number provided for this purpose. The report must precisely describe the defect (in particular the conditions under which it occurs, symptoms and effects of the defect).3.3.2 The customer shall grant TIS on-site access to

its own premises and access to the hardware and software required for the performance of the service during its regular business hours and to the extent necessary, and shall provide the necessary technical facilities. To the extent required by the urgency of the respective maintenance service, access shall also be granted outside the Client's regular business hours. 3.3.3 The Customer shall appoint a qualified employee who is available as a contact person and who is authorised to make the decisions necessary for the performance of the contract.3.3.4 Upon request, the Customer shall provide the system environment for the software listed in the offer.3.3.5 The customer is obliged to inform TIS about its operational environment as well as about changes to this operational environment and the software listed in the offer in good time, insofar as these have an effect on the contractual services of TIS.3.3.6 In the case of agreed teleservices, the Client shall provide the necessary technical equipment and enable access to the system in accordance with the agreement.3.3.7 The Client shall be responsible for proper data backup.

3.4. Servicelevelagreements

3.4.1 The Customer may agree with TIS the time within which the Services shall be provided.3.4.2 Unless otherwise agreed, TIS shall respond to the notification of a defect by the Customer within the following time limits ("Response Times"):3.4.2.1. in the case of Operational Defects, within 4 hours of receipt of the notification.3.4.2.2. in the case of defects that hinder operation, within 8 hours of receipt of the notification.3.4.2.3. in the case of other defects, within one working day of receipt of the notification.3.4.3 Unless otherwise agreed, TIS shall rectify defects within the following periods ("rectification periods"):3.4.3.1 Operational Defects within 2 Business Days of receipt of notification.3.4.3.2 Operationally obstructive defects within 5 working days after receipt of the notification.3.4.3.3 Other defects within 10 working days after receipt of the notification, but at the latest with the next programme version of the software.3.4.4 If it is foreseeable that a defect cannot be remedied within the periods defined above, TIS shall provide a workaround solution ("Work Around") within the periods specified therein.3.4.5 A prerequisite for the commencement of the respective times is that the customer3.4.5.1. uses the ticket system provided by TIS, 3.4.5.2. uses the service telephone number provided to report the respective defect also by telephone and3.4.5.3. the hardware on which the defective software is located has been moved to an environment which TIS can access and apply any updates. This may require, 3.4.5.3.1. that the end devices are moved into a WLAN environment accessible to TIS or3.4.5.3.2. that the terminal users must cooperate,whereby the responsibility for the cooperation services lies with the customer.

3.5. Rights of use

3.5.1 The obligation to deliver programme corrections also includes the obligation to grant rights of use in the type and scope as they exist for the software listed in the offer,

unless otherwise agreed.3.5.2 The customer shall notify TIS of any changes in the rights of use and - to the extent necessary - also of any changes in the editing rights by third parties.

3.6. Compensation

3.6.1 A flat-rate remuneration offered in the offer is the remuneration for all services agreed with this flat-rate remuneration, unless otherwise regulated in the contract.3.6.2 The flat-rate monthly remuneration shall be calculated in accordance with the scope of users offered.3.6.3 Any remuneration listed in the offer on a time and material basis shall be the remuneration for the time spent on the maintenance services, unless otherwise agreed.3.6.4 The cost of materials shall be remunerated separately.3.6.5 Waiting times of TIS for which the customer is responsible shall be remunerated as working times.3.6.6 Travelling time, travelling expenses, incidental expenses and lump sums for supplies shall be remunerated in accordance with the details given in the offer.3.6.7 The obligation to pay the flat-rate fee shall commence upon delivery of the product.3.6.8 The flat fee shall be paid quarterly in advance on a calendar basis.3.6.9 TIS shall be entitled, subject to the General Provisions, to charge such remuneration as TIS may charge for the conclusion of new contracts in accordance with the Price List.3.6.10. TIS is obliged to pass on reductions without notice.

3.7. Legal Consequences for Breach of Maintenance Services

3.7.1 If the maintenance service is not provided in accordance with the contract and TIS is responsible for this, TIS shall be obliged to provide the maintenance service in accordance with the contract within a reasonable period of time without additional costs for the customer. 3.7.2. 3.7.2 The prerequisite for this is a complaint by the customer, which must be made immediately, at the latest within 1 week of becoming aware of it.3.7.3 If the contractual provision of the maintenance service is not successful in essential parts for reasons for which TIS is responsible, even within a reasonable period of grace to be expressly set by the customer, the customer shall be entitled to terminate the agreement on the software concerned without notice. 3.7.4 If the software is not maintained in accordance with the agreement by the customer within a reasonable period of time, the customer shall be entitled to terminate the agreement on the software concerned without notice.3.7.4 If, due to the non-performance in accordance with the agreement and after the unsuccessful expiry of the grace period, the continuation of the entire agreement is unreasonable for the customer, taking into account all circumstances of the individual case and weighing the interests of both parties, the customer may terminate the agreement in whole or in part.3.7.5 In the event of termination, TIS shall be entitled to remuneration for the services rendered until the termination takes effect. The remuneration shall only be waived for those services for which the customer proves within 3 weeks after the declaration of termination that they are not usable and of no interest to him.3.7.6 The right to extraordinary termination for

another good cause remains unaffected. In this case, TIS shall be entitled to remuneration for the services rendered until the termination takes effect. The remuneration shall only be waived for those services for which the customer demonstrates within 3 weeks of the declaration of termination that they are of no interest to him.3.7.7 If an available program correction is not delivered within 4 fault days in accordance with the contract and if TIS is responsible for this, TIS shall pay lump-sum damages from the 5th fault day onwards. The prerequisite for this is that the software for which the programme correction is intended cannot be used as intended due to the defect. 3.7.8.3.7.8 In the case of lump-sum compensation, the lump-sum compensation per day of malfunction shall amount to 5/30 of the monthly lump-sum compensation for the software for which the programme correction is intended. The payment obligation for the lump-sum compensation is limited to 100 calendar days. 3.7.9 In the event of remuneration according to time and effort, the lump-sum compensation per day of disruption shall amount to 0.4%, up to a maximum of 8% of the respective order value. If there is a functional connection between the defective software and further software which is listed in the offer and cannot be used, the lump-sum compensation shall be calculated on the basis of the maintenance of the defective software including the monthly lump-sum compensation attributable to the maintenance of the further software. The prerequisite for this is that the functional connection is listed in the offer.3.7.10. If the customer claims lump-sum damages, TIS shall be at liberty to prove that no or less damage has been incurred.

4. Hosting services

4.1. performance obligations
4.1.1 TIS guarantees an accessibility of the servers of 99% on an annual average. This does not include times when the server cannot be reached due to technical or other problems beyond the control of TIS (force majeure, fault of third parties, etc.). TIS may restrict access to the services if the security of the network operation, the maintenance of the network integrity, in particular the avoidance of serious disruptions of the network, the software or stored data require this.4.1.2 The customer shall not be entitled to have the same IP address assigned to the server for the entire term of the contract.4.1.3 If TIS is in default with performance obligations, the customer shall only be entitled to withdraw from the contract if TIS fails to comply with a reasonable grace period set by the customer. The grace period must be set in writing. The written form may be replaced by electronic form if the customer adds his name to the declaration and provides the electronic document with a qualified electronic signature in accordance with the Digital Signature Act. The grace period must be at least three weeks.

4.2. Liability
4.2.1 TIS shall be liable for damages in accordance with the general provisions of these

terms and conditions.4.2.2 Within the scope of application of the Telecommunications Customer Protection Ordinance (TKV), the liability provision of Section 7 (2) TKV shall remain unaffected in any case.

5. Services by TIS within manufacturer hardware-service

5.1 TIS shall provide services for handling the hardware service offered by the device manufacturer in accordance with the service description.5.2 TIS accepts the defective devices, checks the existence of a hardware fault and forwards the devices to the manufacturer. After the repair has been carried out by the manufacturer, TIS installs the hardware service.5.3 The provisions for other services shall apply in addition.

6. Other services

6.1. Kind and size

6.1.1 TIS shall provide the service under the terms and conditions in the offer.6.1.2 The customer shall bear the responsibility for the project and its success.6.1.3 Proper data backup is the responsibility of the customer.6.1.4 Contractual services are not the subject of the offer.6.1.5 TIS shall provide the service in accordance with the state of the art at the time of the offer and by personnel qualified to provide the services.

6.2. Collaboration between   TIS and the customer

6.2.1 The contact persons of the parties are exclusively the designated responsible contact persons.6.2.2 The Customer shall communicate requests regarding the Service to be provided exclusively to the responsible contact person designated by TIS and shall not issue any instructions to the other persons deployed by TIS.6.2.3 The persons appointed by TIS shall not enter into any employment relationship with the Customer, even if they provide services on the Customer's premises.

6.3. Exchange of persons

6.3.1 If a person employed by TIS for the performance of the offer is replaced by another person and if training is required, this shall be at the expense of TIS. In making the selection, TIS shall give due consideration to the interests of the customer. 6.3.2.6.3.2 The customer may demand the replacement of a person employed by TIS for the performance of the contract if this person has repeatedly and seriously breached contractual obligations. The costs incurred by the replacement shall be borne by the customer.

6.4. Rights embodied in the service results

6.4.1 TIS grants the Customer the non-exclusive, time-limited, revocable and non-transferable right to use the embodied service results provided within the scope of the offer, insofar as this results from the purpose and area of application of the

offer.6.4.2 These rights include the agreed interim results, training documents and tools.6.4.3 Deviations from these usage regulations require agreement.

6.5. Participation by the Customer

6.5.1 The Customer shall support TIS in the provision of the Services to a reasonable extent.6.5.2 In particular, it shall provide TIS with the necessary information and documents in full and in good time. Any further cooperation services shall require a separate agreement.

6.6. Compensation

6.6.1 A remuneration according to time and effort listed in the offer is the remuneration for the time spent on the services offered, unless otherwise agreed.6.6.2 The cost of materials shall be remunerated separately.6.6.3 Waiting times of TIS for which the customer is responsible shall be remunerated as working times.6.6.4 TIS shall issue invoices monthly in arrears unless otherwise agreed.6.6.5 Remuneration on a time and material basis shall be due upon receipt of an auditable invoice, unless another form of proof of performance has been agreed. The proof of performance shall also be deemed approved if and to the extent that the customer does not raise objections within 7 calendar days of receipt. 6.6.6 A fixed price offered in the quotation shall be the remuneration for all contractual services, unless otherwise agreed. Unless otherwise agreed, a fixed price shall become due for payment after the service has been provided in full. Prerequisite for travel times.6.6.7 Travel expenses and incidental expenses shall be remunerated in accordance with the agreements.

6.7. Performance quality disturbance

6.7.1 If the service is not provided in accordance with the contract or is provided incorrectly and TIS is responsible for this, it shall be obliged to provide the service in accordance with the contract within a reasonable period of time without additional costs for the customer. A period shall be deemed reasonable if it is at least 3 weeks.6.7.2 The prerequisite is a complaint by the customer, which must be made immediately, at the latest within 1 week of knowledge.6.7.3 If the offered service does not succeed in essential parts for reasons for which TIS is responsible, even within a reasonable period of grace to be expressly set by the customer, the customer shall be entitled to terminate the contract.6.7.4 In this case TIS shall be entitled to remuneration for the services rendered until the termination takes effect.6.7.5 The remuneration shall only be waived for those services for which the customer proves within 3 weeks after the declaration of termination that they are not usable and of no interest to him.6.7.6 The right to extraordinary termination for good cause remains unaffected.6.7.7 Further claims of the customer due to qualitative service disruptions are excluded.6.7.8 The limitations of liability shall not apply in the event of intent or gross negligence or in the event of injury to life, limb or health or in the event of claims under the Product Liability Act or if

guarantees are affected. Furthermore, liability for the breach of obligations, the fulfilment of which is a prerequisite for the proper performance of the contract and on the observance of which the customer may regularly rely, shall remain unaffected. The same applies to breaches of duty by TIS vicarious agents.

6.8. Changes in the service

6.8.1 The Customer may request changes to the scope of services within the scope of TIS's capability against remuneration after conclusion of the contract, unless this is unreasonable for TIS.6.8.2 The change procedure shall be documented unless otherwise agreed.6.8.3 TIS shall respond to the customer's change request within 15 working days by stating whether the change request is unreasonable or unfeasible for it.6.8.4 If the change request is reasonable and feasible, TIS shall at the same time inform the customer whether or not a comprehensive review is required.6.8.5 If an extensive review of the change request is required, TIS shall at the same time submit a corresponding review offer with details of the remuneration.6.8.6 The customer shall within 10 working days either grant or refuse the review request.6.8.7 If an extensive review of the change request is not necessary, TIS shall either submit a realisation offer stating the performance period, planned dates and effects on the remuneration or agree on the realisation of the requested changes.6.8.8 The Customer shall accept or reject TIS's implementation offer within the binding offer period.6.8.9 Agreed changes to services shall be documented in a binding manner by adjusting the offer accordingly.6.8.10. The customer and TIS may agree that the services affected by the change request shall be interrupted until the necessary adjustment of the contractual agreements. If the necessary adjustment of the agreements is not achieved within the binding period of the realisation offer, the work shall be continued on the basis of the contract. The performance periods shall be extended by the number of working days on which the work was interrupted as a result of the request for change or the examination of the request for change. TIS may demand the agreed remuneration for expenses or an appropriate increase in the agreed fixed price for the duration of the interruption, unless TIS has otherwise deployed employees affected by the interruption or has maliciously refrained from deploying them.

7. Transfer of hardware

7.1. Temporally unlimited transfer of hardware (purchase)
7.1.1. The nature and extent of the service

7.1.1.1 TIS shall deliver the Products in accordance with the offer.7.1.1.2 The installation and integration of the Hardware into the system environment at the Customer's is the responsibility of the Customer, unless otherwise agreed.7.1.1.3 The Hardware may be delivered with the documentation in German or in English and in printed or printable form, unless otherwise agreed.7.1.1.4 The customer shall be obliged to dispose of or

recycle the hardware listed in the contract. The customer shall be responsible for the disposal of the packaging.7.1.1.5 Proper data backup shall be the responsibility of the customer if necessary.

7.1.2. Compensation
7.1.2.1 The total price of the individual service purchase of hardware listed in the offer is the remuneration for all services under the purchase contract, unless otherwise agreed.7.1.2.2 The remuneration shall be due immediately after delivery or performance.7.1.2.3 In the case of partial performance, this provision shall apply accordingly.

7.1.3. Liability for defects, defects liability period
7.1.3.1 If the obligation of TIS to remedy defects is not contractually excluded, the following shall apply:7.1.3.1.1 The obligation of TIS to remedy defects shall apply to the latest version of the Hardware accepted by the Customer. 7.1.3.1.2 TIS may remedy the defect at its own discretion by removal or new delivery. The rectification of defects shall also include the delivery of printed or printable correction instructions for the documentation, insofar as this is necessary.7.1.3.2 If TIS fails to remedy the defect within a reasonable period of time, the customer may set a grace period. If the rectification or subsequent delivery is not completed within the period or if it is deemed to have failed for other reasons, the customer may demand a reasonable reduction of the remuneration.7.1.3.3 If TIS is also responsible for the defect, the customer may - if the legal requirements are met - claim damages.7.1.3.3.1 If the contract does not provide for a date for the end of a transfer period, the claim for damages shall be limited to twice the monthly remuneration for the product concerned.7.1.3.3.2 If the contract provides for a date for the end of a transfer period, the claim for damages shall be limited to 8% of the total remuneration for the product concerned.7.1.3.3 Claims by the customer for compensation for loss of profit are excluded. 7.1.3.3.4 Limitations of liability shall not apply insofar as damages resulting from injury to life, body or health or claims under the Product Liability Act are affected or guarantees are affected. Furthermore, liability for the breach of obligations, the fulfilment of which is a prerequisite for the proper performance of the contract and on the observance of which the customer may regularly rely, shall remain unaffected. The same shall apply to breaches of duty by TIS vicarious agents.7.1.3.4 Insofar as liability is not excluded or an exclusion proves to be legally non-excludable, liability shall be limited to the foreseeable damage typical for the contract.7.1.3.5 The warranty period is 12 months from delivery, unless otherwise agreed. The warranty period for defects in subsequent performance shall also end upon expiry of the warranty period pursuant to the preceding sentence.7.1.3.6 Liability for defects is excluded for used goods. This does not apply to claims for damages and reimbursement of expenses due to defects in accordance with the section "Liability". The limitation period shall also remain unaffected in the event of a delivery recourse according to §§

445 a, 478 BGB.

7.2. Temporary provision of hardware (rental)

7.2.1. The nature and extent
7.2.1.1 TIS shall provide the Customer with Hardware to the extent and for the period agreed in the Contract.7.2.1.2 The installation and integration of the Hardware into the system environment at the Customer's shall be the responsibility of the Customer, unless otherwise agreed.7.2.1.3 The Hardware may be delivered with the documentation in German or in English and in printed or printable form, unless otherwise agreed.7.2.1.4 Proper data backup shall be the responsibility of the customer if required.

7.2.2. Compensation
7.2.2.1 The agreed remuneration shall be paid monthly by the 3rd working day of each month (receipt of payment by TIS).

7.2.3. Rights of the customers in case of defects of the rented hardware.
7.2.3.1 Strict liability for initial defects is excluded.7.2.3.2 TIS may remedy defects at its own discretion by removal, bypassing or new delivery. The rectification of defects shall also include the delivery of a printed or printable correction instruction for the documentation, insofar as this is necessary.7.2.3.3 Extraordinary termination of the contract by the customer for good cause due to non-provision of the contractual use is only permissible after TIS has been given sufficient opportunity to remedy the defect and this has failed.7.2.3.4 The rectification of defects shall only be deemed to have failed if it is impossible, if it is refused or unreasonably delayed, if there are reasonable doubts as to the prospects of success, if the customer has set TIS a reasonable deadline for rectification in writing with a reference to the intention to terminate the contract if the deadline expires unsuccessfully, or if it is unreasonable for the customer for other reasons. A deadline is reasonable if it is at least 3 weeks.7.2.3.5 The customer's rights due to defects are excluded if the customer makes or has made changes to the products and services without the prior written consent of TIS, unless the customer proves that the changes do not have an unreasonable effect on the analysis and elimination of the defects for TIS. The customer's rights due to defects shall remain unaffected insofar as the customer is entitled to make changes, in particular if TIS is in default with the rectification of the defect or the immediate rectification of the defect is necessary to maintain or restore the condition of the leased property. The substitute performance shall be carried out professionally and documented in a comprehensible manner.7.2.3.6 TIS shall only be obliged to pay damages if the customer has set TIS a reasonable deadline to remedy the defect and this deadline has expired without success.

8. Maintenance of hardware

8.1. The nature and extent

8.1.1 TIS shall provide repair services for Contractual Equipment and its accessories in accordance with the agreements in the offer and by personnel qualified to provide the agreed services.8.1.2 TIS shall not be liable under this contract for the repair of malfunctions or failures caused by the actions of third parties, force majeure or improper handling (non-compliance with instructions for use and non-functional use) by the customer or its employees.8.1.3 TIS reserves the right to charge for services not owed under the contract but called and used by the Customer at the applicable rates.

8.2. Customer Participation

8.2.1 The Customer shall support TIS in the provision of the contractual repair services to a reasonable extent. The customer is obliged to describe occurring errors and problems as precisely as possible.   He shall provide the necessary information and documents completely and in good time. The contact persons of the parties are exclusively the responsible contact persons named in the contract.8.2.2 The customer shall report the fault in writing, stating the information known to him and useful for its detection, unless another form of fault report has been agreed.8.2.3 The customer shall take reasonable measures to facilitate the identification of the defects and their causes.8.2.4 If remote maintenance is reasonable and technically possible, the customer shall allow access to the system.8.2.5 Proper data backup is the responsibility of the customer.

8.3. Acceptance

8.3.1 The customer shall immediately test the repair service rendered and declare acceptance if the service has been rendered faultlessly or if there are no significant defects. The customer shall immediately give written notice of any defects found.8.3.2 If the customer has not declared acceptance within a period of 7 working days after the respective service has been rendered and has also not asserted any defects, acceptance shall be deemed to have taken place. TIS shall draw the Customer's attention to the significance of such silence.

8.4. Compensation

8.4.1 A flat-rate remuneration offered in the offer is the remuneration for all services agreed with this flat-rate remuneration, unless otherwise regulated in the contract.8.4.2 The flat-rate monthly remuneration shall be calculated in accordance with the scope of users offered.8.4.3 Any remuneration based on time and material listed in the offer shall be the remuneration for the time spent on the Services, unless otherwise agreed.8.4.4 The cost of materials shall be remunerated separately.8.4.5 Waiting times of TIS for which the customer is responsible shall be remunerated as working times.8.4.6 Travelling time, travelling expenses, incidental expenses and lump sums for supplies shall be remunerated in accordance with the details given in the offer.8.4.7 The obligation to pay

the flat-rate fee shall commence upon delivery of the product.8.4.8 The flat fee shall be paid quarterly in advance on a calendar basis unless otherwise agreed.8.4.9 TIS shall be entitled, in accordance with the general provisions, to demand such remuneration as TIS may charge upon the conclusion of new contracts in accordance with the price list.8.4.10. TIS is obliged to pass on reductions without notice.

8.5. Legal Consequences for Breach of Maintenance Services

8.5.1 If the service is not provided in accordance with the contract and TIS is responsible for this, TIS shall be obliged to provide the service in accordance with the contract within a reasonable period of time without additional costs for the customer.8.5.2 The prerequisite for this is a complaint by the customer, which must be made immediately, at the latest within 1 week of becoming aware of it.8.5.3 If the contractual performance of the service is not successful in essential parts for reasons for which TIS is responsible, even within a reasonable period of grace to be expressly set by the customer, the customer shall be entitled to terminate the agreement on the repair service concerned without notice.8.5.4 If, as a result of the failure to perform in accordance with the agreement and after the unsuccessful expiry of the grace period, the continuation of the entire agreement is unreasonable for the customer, taking into account all circumstances of the individual case and weighing up the interests of both parties, the customer may terminate the agreement in whole or in part.8.5.5 In the event of termination, TIS shall be entitled to remuneration for the services rendered until the termination takes effect. The remuneration shall only be waived for those services for which the customer proves within 3 weeks after the declaration of termination that they are not usable and of no interest to him.8.5.6 The right to extraordinary termination for another important reason remains unaffected. In this case, TIS shall be entitled to remuneration for the services rendered until the termination takes effect. The remuneration shall only be waived for those services for which the customer demonstrates within 3 weeks after the declaration of termination that they are of no interest to the customer.8.5.7 If an in-house repair service is not provided in accordance with the contract within the agreed period plus 4 further fault days and if TIS is responsible for this, TIS shall pay lump-sum damages from the 5th fault day onwards. The prerequisite for this is that the hardware for which the repair is intended cannot be used for its intended purpose due to the defect.8.5.8 In the case of lump-sum compensation, the lump-sum compensation per day of failure shall amount to 5/30 of the monthly lump-sum compensation for the parts for which the repair is intended. The payment obligation for the lump-sum compensation is limited to 100 calendar days.8.5.9 In the case of remuneration according to expenditure, the lump-sum compensation per day of malfunction shall amount to 0.4%, but not more than 8%, of the respective order value. If there is a functional connection between the defective device or accessory and further hardware which is listed in the offer and cannot be used, the lump-sum compensation shall be calculated on the basis of the maintenance of the defective devices including the monthly lump-sum compensation

attributable to the maintenance of the further hardware. The prerequisite for this is that the functional connection is listed in the offer.8.5.10. If the customer claims liquidated damages, TIS shall be at liberty to prove that no damage or a lesser damage has been incurred.

8.6. Servicelevelagreements

8.6.1 The Customer may agree with TIS the time within which the Services shall be provided.8.6.2 Unless otherwise agreed, TIS shall respond to the notification of a defect by the Customer within the following time limits ("Response Times"):8.6.2.1. in the case of Operational Defects, within 4 hours of receipt of the notification.8.6.2.2. in the case of defects that hinder operation, within 8 hours of receipt of the notification.8.6.2.3. in the case of other defects, within one working day of receipt of the notification.8.6.3 Unless otherwise agreed, TIS shall remedy defects within the following periods ("Remedy Times"):8.6.3.1. operational defects within 2 working days after receipt of the notification.8.6.3.2. operationally obstructive defects within 5 working days after receipt of the notification.8.6.3.3 Other defects within 10 working days after receipt of the notification, but at the latest with the next programme version of the software.8.6.4 If it is foreseeable that a defect cannot be remedied within the periods defined above, TIS shall provide a workaround solution ("Work Around") within the periods specified therein.8.6.5 A prerequisite for the commencement of the respective periods is that the Customer8.6.5.1. uses the ticket system provided by TIS, 8.6.5.2. uses the service telephone number provided to report the respective defect also by telephone and8.6.5.3. the Hardware has been moved to an environment that TIS can access.

IV Definitions

AcceptanceAcceptance according to § 640 BGB.Payment on accountProportionate payment of the agreed remuneration before it is due. A claim to payment on account can be agreed in the EVB-IT system contract.Customisation programmingSee customisingInstallation of hardwareUnpacking and setting up the hardware, connecting it to the power supply at the customer's premises and carrying out a device test.DecommissioningDecommissioning shall be deemed to have occurred if the hardware which is the subject matter of the contract is neither operated by the customer or his vicarious agents nor by third parties on his behalf.System components to be providedThe system components to be provided by the customer shall form the overall system together with the system components to be supplied and/or manufactured by TIS. The system components to be provided may be parts of the system environment existing at the customer at the time of the conclusion of the contract as well as new components to be added at a later date which the customer procures or creates as agreed in order to fulfil its cooperation services.Standby timeTimes during which TIS accepts (error) messages (usually the business hours of TIS).Operational readinessThe

system or partial delivery is available to the customer in accordance with the contract. In the context of system services, operational readiness refers only to the agreed system components if the system service is not agreed for the entire system.CISGUnited Nations Convention on Contracts for the International Sale of Goods.CustomizingAdaptation of software or of system components to the agreed requirements for system delivery or maintenance of operational readiness (e.g. configuration of system components to bring about operational readiness).Data backup, proper Data backup includes all technical and / or organisational measures to ensure the availability, integrity and consistency of the systems including the data, programmes and procedures stored on these systems and used for processing purposes. Proper data protection means that the measures taken, depending on the data sensitivity, enable an immediate or short-term restoration of the state of systems, data, programmes or procedures after a recognised impairment of the availability, integrity or consistency due to a damaging event; the measures include at least the production and testing of the reconstruction capability of copies of the software, data and procedures in defined cycles and generations.Data lossLoss (deletion) or loss of integrity and consistency of data.Operational environmentHardware and system software (including communication services) on which the standard software is used at the customer's premises and their locations.Remote maintenanceServices of maintenance of software and hardware without local presence (e.g. by means of remote data transmission).Warranty periodThis shall be understood to mean the limitation period within the meaning of the statutory provisions.HardwareDevices or machines including their optional additional equipment, in accordance with the manufacturer's specifications, which are listed in the contract; such devices or machines are generally specified in more detail by their manufacturers via order numbers (type designation supplemented by model designation, if applicable).Individual softwareSoftware programmes, programme modules, tools etc. which have been created by TIS for the fulfilment of the contract for the needs of the customer, including the associated documentation. This also includes adaptations of standard or individual software at source code level, but not customising.InstallationAll necessary measures for the introduction of the software into the agreed system environment as well as the bringing about of the agreed operability of the software including all necessary tests and controls for the creation of the overall system and for the bringing about of operational readiness.MaintenanceMeasures to maintain and restore the target state and to determine and assess the actual state. The measures include:Inspection: Measures to determine and assess the actual condition, Repair: Measures to restore the target condition, Maintenance: measures to maintain the target condition.IntegrationIntegration of system components into the agreed system environment or of system components and provisions with each other.   Key userEmployee of a company that introduces new software. The key user specialises in the new software, provides technical support and trains colleagues.ConfigurationParameterisation of function variables and control data of

system components tailored to the agreed system environment to create the overall system and to bring about operational readiness.Copy or use block Measures to restrict the copying and/or use of a system component.DeliveryGeneric term for system delivery and partial delivery.Cost of materialsExpenses incurred by TIS for the use and consumption of raw materials and supplies as well as other products within the scope of the provision of services.Minimum contract periodThe period during which ordinary termination is excluded.Incidental costsExpenses incurred by TIS which are necessary for the provision of goods and services. They are not included in the agreed remuneration and are neither travel nor material costs.Rights of useRights granted by the licensor to the licensee.Use of Hardware for the Intended PurposeThe intended use of hardware shall be deemed to be given in particular if the environmental conditions, guidelines for installation, operating instructions and maintenance instructions specified by TIS for the hardware are complied with.ParameterisationThe individual adaptation of software, mostly standard software, to user requirements by setting attributes within the software.PatchCorrection of a defect and/or malfunction in the software. Programme correctionGeneric term for workaround, patch, update, upgrade and release/version including associated documentation.Object codeIntermediate result of a compiler or translation process of the source code of a programme. Flat-rate fixed priceIncludes the creation price, the quotation price for system services, the quotation price for the further development and adaptation of the overall system as well as the quotation price for other services, in each case if these are agreed at a fixed price. Programme statusGeneric term for patch, update, upgrade and release/version. Source codeCode of a programme in the version of the programming language.Response timePeriod of time within which TIS has to start with the fault or defect rectification work. The period begins with the receipt of the fault or defect report within the agreed service times and runs during the agreed service times. Response periodPeriod of time within which TIS must commence maintenance work. It begins with the receipt of the fault report within the agreed service times and runs exclusively during the agreed service times.Travel costsExpenses incurred by TIS for travelling to and from the place of the agreed service, if different from the place of business, which are not normally part of the costs for the deployment of personnel. Expenses may be: Travel costs, accommodation allowance, ancillary travel costs, etc.Release/versionNew development stage of a standard software which differs significantly from the previous release or version in the range of functions and/or data (e.g. 4.5.7 to 5.0.0).SaaSSoftware as a Service = lease in the sense of § 535 BGB of softwareMaterial defectDefinition of "material defect" in § 434 BGB.Compensation instead of performanceInstead of damages in lieu of performance, reimbursement of expenses may be claimed under § 284 BGB.Damage functionFunction undesired by the user which can endanger the availability of data, resources or services, the confidentiality of data or the integrity of data unintentionally or deliberately controlled.Property rightsIndustrial property rights or copyrights.Harmful softwareSoftware with an incompatible function which has at least the purpose of endangering or impairing the

availability of data, resources or services, the confidentiality of data or the integrity of data, e.g. viruses, worms, Trojan horses, etc. Service timesTimes during which the customer is entitled to contractually owed services by TIS.SoftwareGeneric term for standard software and individual software.Software installationMaking software run on a specific hardware according to an agreed procedure.Software integration The coupling of different software systems (standard software or individual software) to form an overall system by actively exchanging data and information between the previously separate software systems in a process-oriented and automated manner.Standard softwareSoftware programmes, programme modules, tools, etc. that have been developed for the needs of a majority of customers on the market and not specifically by TIS for the customer, including the associated documentation.Fault dayAny calendar day following the expiry of the response period within the agreed service times on which the hardware and/or the software cannot be used as intended.System componentPart of the system, e.g. hardware or standard software. This also includes new programme versions provided on the basis of the contract. System environmentTechnical, spatial and functional organisational environment into which the system to be supplied is to be integrated. Industrial property rightsIndustrial property rights, copyrights and related property rights. Partial deliveryDelivery of a part of the system. TeleserviceServices using technical equipment for remote communication from a location outside the place of use of the System.Teleservice, teleservice performanceMaintenance services provided by means of agreed communication facilities and suitable communication services from a remote location and for which the customer provides the necessary infrastructure facilities (lines, modems).Teleservice agreementThe Teleservice Agreement describes the technical and organisational regulations for the performance of care services by means of telecommunications services via networks.Text formText form within the meaning of these terms and conditions is the submission of a declaration of intent in a document or in another manner suitable for permanent reproduction in written characters which names the person making the declaration and makes the conclusion of the declaration recognisable by a name signature or otherwise.Temporary solutionA solution by means of which TIS bridges the failure of its hardware and/or software for the customer until it is repaired. The bridging enables the customer to achieve the same functional work results as with the hardware affected by the malfunction.BypassTemporary bridging of a defect in the standard software without intervention in the code (source code or executable code).WorkaroundTemporary bypass of a defect and/or malfunction in the standard software.Hardware relocationRelocation of hardware to a new location.UpdateBundling of several defect corrections and/or fault rectifications as well as, if necessary, minor functional improvements and/or adjustments to the standard software (e.g. 4.1.3 Æ 4.1.4).   UpgradeBundling of several corrections of defects and/or malfunctions and more than minor functional improvements and/or adaptations of the standard software (e.g. 4.1.3. Æ 4.2.0).Version/releasesee Release/Version. Contract performance dateDate by which TIS must have done everything agreed in order for the

customer to declare acceptance. This includes, in particular, that TIS provides the entire system in accordance with the contract and essentially free of defects by the date of the declaration of readiness for operation so that the customer can carry out the functional test in the period up to the contract fulfilment date.Default dayEach commenced calendar day with which TIS is in default after the deadline has been exceeded.On-site service Maintenance service provided at the place of use of the standard software, unless another place of service provision has been agreed.Pre-installationPre-installation of the (standard) software on a specific hardware prior to delivery.Removable data carrierA data carrier which can be changed by the user in accordance with the manufacturer's specifications; this includes, for example, removable disks, CDs, tape cassettes/magnetic tapes, USB sticks, SD cards.ToolTool for the development, editing and maintenance of software.Recovery timePeriod of time within which TIS must successfully complete the troubleshooting or defect rectification work. The period begins with the receipt of the fault or defect report and runs exclusively during the agreed service times. Additional deliveryAdditional deliveries agreed after conclusion of the contract (e.g. option call-off of further hardware).