



General Terms and Conditions for the Provision and Support of Software and Services of RIS AG (Status 04/2023)

§ 1 Scope of the Terms and Conditions

1. These General Terms and Conditions apply to the provision of standard software (hereinafter referred to as "Software") as well as its maintenance (hereinafter referred to as "Support") of RIS AG (hereinafter referred to as "RIS") and all its associated brands, which are provided by RIS in a data center of the Customer (hereinafter referred to as "Customer") or via the Internet as a software service (hereinafter referred to as "Services").

2. The following conditions apply to the provision and support of this software and services.

The General Terms and Conditions of RIS for Consulting and Development Services apply to the provision of consulting and development services by RIS to the customer.

3. Any conflicting General Terms and Conditions of the Customer shall not become part of the contract, even if RIS executes a contract without explicitly contradicting such conditions.

4. Agreements, by which in individual cases provisions of these general terms and conditions are to be deviated from, must be made in writing to be effective. This shall also apply to any amendment of the written form requirement.

5. The provisions of a contract of RIS have priority over any contradictory provisions of these General Terms and Conditions.

§ 2 Conclusion of Contract

A contract is concluded when the customer accepts an offer from RIS in writing, by e-mail, or via an electronic purchase of goods (e-commerce). Orders must be placed in writing or electronically by the customer and can be accepted by RIS within two weeks - also by delivery or invoicing.

§ 3 Subject of a Contract for the Provision of Software and Services

1. RIS provides the Customer with the software and services designated and described in more detail in the contract, including the documentation released in this regard, for the Customer's use in return for the remuneration specified in the contract. The services of RIS are operated on computers in a data center used by RIS and can be used via the Internet using a browser. The customer is responsible for the internet connection between the customer and the data center and the necessary hardware and software (e.g., PC, network connection, browser) for the use of the software and services.

2. The functional scope of the software and services results exclusively from the user documentation of the respective product. The user documentation of all software and services offered by RIS is available with current status on the documentation website <https://docs.ris.ag> operated by RIS (hereinafter referred to as "Documentation Hub").

3. The roadmap listed under the documentation hub gives the customer an outlook on the coming further development of the software and services of RIS. This roadmap is not part of the contract concluded with RIS. Furthermore, the roadmap does not trigger any obligation of RIS to deliver an

extension of the Software and Services announced at a certain point in time.

4. Instruction of the Customer, installation, or adaptation of the Software as well as the transfer of the Customer's legacy data are not the subject matter of a contract based on these General Terms and Conditions. These services can be agreed upon with RIS in separate contracts against appropriate remuneration. The customer carries out the initial setup of the software and services (individual settings or import of data) himself. A modification of the software and services, in particular a reprogramming according to the wishes of the customer, is not owed. Corresponding services are to be agreed upon and remunerated separately.

5. RIS shall hand over the Software and Services to the Customer in the form specified in the offer.

§ 4 Support of the Software and Services

1. Upon conclusion of a contract, RIS provides the following support services for the duration of the contract:

a) RIS may change the Software and Services (including its system requirements) to adapt to technical or economic market changes and for good cause. Such a reason exists if the change is necessary due to (i) a necessary adaptation to a new legal situation or jurisdiction, (ii) changed technical framework conditions (new browser versions or technical standards), (iii) the protection of system security, or (iv) the further development of the Software and Services (deactivation of old functions, which are largely replaced by new ones).

b) RIS will inform the Customer promptly - usually two weeks before the effective date - by e-mail or the RIS AG documentation hub of any changes that are detrimental to the Customer. The customer's consent to such a change shall generally be deemed to have been given. RIS will again point out this legal consequence separately when announcing the change. If the change would significantly disturb the contractual balance between the parties to the disadvantage of the customer, the customer is free to terminate the contract for cause.

c) RIS investigates defects of the Software and Services reported by the Customer in writing and, if possible, provides the Customer with instructions to eliminate or avoid the consequences of the defect. Defects of the Software and Services will be eliminated by RIS as soon as possible. If the cause of the defect does not lie in the software and services provided by RIS, all expenses incurred for services that led to the clarification of the facts will be charged to the customer according to the current price list of RIS.

d) Within the framework of its product policy, RIS continuously develops its software and services. Successful improvements by RIS are regularly incorporated into the software and services.

e) RIS provides the customer with new program versions of the software and services according to the preceding paragraphs a) to d) within the framework of the contract term. The updates are provided after release by the customer or for important reasons after a period of notice.



2. RIS provides the Customer with free online support to assist in the use of the Software and Services. The support does not include general know-how transfer, training, configuration, and implementation, or customer-specific documentation or adaptation of the Software and Services. Support is provided exclusively by e-mail and the designated support function on the respective product website or by the support function within the Software and Services. The support services are provided by RIS according to the Central European Time Zone (CET) on workdays Monday to Thursday in the time from 8:00 a.m. - 5:00 p.m. and Friday from 8:00 a.m. - 2:00 p.m.. Excluded from this are holidays at the location of RIS as well as the 24th and 31st of December of each year. Requests received outside of these support hours will be considered as received during the next business day.

3. The support obligations of RIS always refer to the last program version of the Software and Services released by RIS, unless the contract contains a deviating regulation or RIS explicitly names older versions that are still supported.

4. The scope of support does not include installation and instruction in the updates on site, support on-site, training, and the elimination of malfunctions or changes of programs, which become necessary due to the system environment or due to unauthorized changes of the software and services or their non-intended use. The provision of business consulting services shall continue to be excluded from the scope of support.

5. If the Customer acquires rights to individual adaptations of the Software and Services on a separate contractual basis, the support services for these functional extensions are governed by the General Terms and Conditions for Consulting and Development Services of RIS.

§ 5 Rights of use

1. The rights to the software and services distributed and created by RIS are exclusively owned by RIS; the software and services are protected by copyright. This legal assignment is also valid, as far as the software and services created by RIS have been created at the suggestion of or with the cooperation of the customer.

2. RIS transfers to the customer a simple, temporal right to use the software and services in his business operations for his operational purposes. The right of use is limited to the number of units of use booked by the Customer (for example number of users, managed devices, or environments, etc.) of a contract period and is determined in the contract. The use of the software and services or parts thereof for purposes other than those specified in the contract requires a separate license. RIS does not provide services for consumers, but exclusively for the commercial or independent professional activity of the Customer.

3. In case of a named-user restriction, RIS allows the Customer to use the Software and Services also by his substitute in case of absence (e.g., vacation, illness, etc.) of the intended user.

4. The use of the Software and Services for third parties, also the performance of data center services for third parties or the leasing to third parties is excluded. Third parties in this sense also include companies affiliated with the Customer in a group or in any other way. The temporary or partial transfer of use to third parties or the transfer of use to several third parties shall be prohibited, in the context of corporate reorganizations and legal successions by the German

Reorganization Act. In case of a takeover of the Customer by another company, no matter in which form, RIS is entitled to subsequent licensing by the acquiring company if it uses the Software and Services.

5. The customer is entitled to copy the provided software and services to the extent that this is necessary for the intended use of the software and services. This also includes making backup copies to the extent required. All copies must bear the copyright notice of the original.

6. All further rights to the Software and Services, in particular the right of copying beyond the scope, as well as the rights of distribution, including leasing, translation, and processing of the Software and Services, remain with RIS.

7. The de-compilation of the Software and Services is permitted within the framework of the provisions of the Copyright Act, if RIS does not provide the information and/or documents required to establish the interoperability of the Software and Services with other programs within a reasonable period, despite a written request by the Customer.

8. Any transfer of the Software and Services requires the prior written consent of RIS, the granting of which is conditional upon the Customer's complete relinquishment of the use of the Software and Services. Furthermore, the customer shall submit to RIS a written declaration of the new user, in which the new user undertakes to RIS to observe the restrictions of use outlined in these General Terms and Conditions and in the respective contract with the customer; the transfer of the Software and Services may not lead to an extension of the scope of use without the claims of RIS having been satisfied in advance by corresponding subsequent licensing.

9. In case of delivery of new program versions of the Software and Services, the Customer shall receive rights of use to these to the extent to which he is entitled to rights of use for the original Software and Services. If the customer puts new program versions of the software and services into operative (productive) use, which are to replace earlier program versions of the software and services, the right of use to the replaced program version of the software and services shall expire. The Customer shall ensure that no further use of the replaced program status of the Software and Services takes place. RIS may require the Customer to return a replaced program version of the Software and Services and to provide written assurance that no copies of the replaced program version of the Software and Services will remain with the Customer.

§ 6 Remuneration

1. The Customer owes RIS the remuneration agreed upon in the contract for the use and support of the Software and Services during the term of the contract. The remuneration may consist of a fixed monthly basic amount and a monthly usage amount depending on the number of usage units booked or used. The remuneration shall be paid in advance in a total amount for the term of the contract unless otherwise agreed in the contract.

2. In the event of an increase in the contractually agreed usage units within an agreed contract term, the additional amount shall be invoiced on a pro-rata basis. For the additional usage units, the prices according to the RIS price list valid at the time of ordering the additional usage units shall apply.

3. An increase of the booked usage units (or extension of the usage units) is possible at any time, a reduction (or



termination of individual usage units) is only possible with effect from the end of the respective contract term resulting from the previously concluded contract.

4. RIS will invoice the invoice amount in advance at the beginning of the contract and then at the beginning of each extension.

5. The invoice amount is due for payment immediately. All prices are subject to the applicable statutory sales tax.

6. If the Customer is in default with the payment of the remuneration or a not insignificant part of the remuneration for thirty (30) calendar days, RIS is entitled to block the access to the Service and to revoke the use of the Software or to terminate the contract extraordinarily after a corresponding warning by e-mail. During the blocking, the customer has no access to the data stored in the Service.

7. RIS is entitled to make price changes. RIS may change prices with a notice period of thirty (30) days and written notification or by notice of the publication of a new price list. Any amendment to a price list shall apply to orders received by RIS after the effective date of the amended price list unless RIS specifies a later date in the relevant amendment notice.

8. Contracts with fixed contract terms are in principle unaffected by price changes within the contract term.

§ 7 Retention of Title

RIS reserves the ownership and the rights to the Software and the Services until full payment of the remuneration for the respective contract period agreed in the contract.

§ 8 Terms of payment

1. The Customer shall pay for the use and support of the Software and Services of RIS following the contractual agreements and the payment schedule agreed in the contract, if applicable.

2. Invoices issued by RIS are due for payment immediately after issuance of the invoice without deduction unless otherwise agreed.

3. In case of default of payment by the customer, RIS is entitled to charge default interest according to legal regulations. RIS reserves the right to assert a higher damage caused by delay in individual cases.

4. The customer is only allowed to offset against undisputed or legally established claims. The customer may not assign existing claims against RIS. §354 HGB remains unaffected.

§ 9 Obligations of the customer to cooperate

1. The Customer's obligations to cooperate as described below, as well as any other obligations mentioned in the offer or contract, are the Customer's main obligations. The customer shall ensure that all cooperation services required for the execution of the work are provided in due time, in the required quality, to the agreed extent, and free of charge for RIS.

2. The customer assumes an obligation to inspect and give notice of defects regarding deliveries of RIS according to §377 HGB.

3. The customer shall notify RIS of any defects without delay, stating the details of the occurrence of the defect, its effects, and possible causes. The customer shall provide all available documents and information that RIS requires for the diagnosis and treatment of the defect and, if necessary, grant access to the service as well as to the rooms, machines, and software at least during regular office hours.

4. The customer shall provide RIS with all documents and information necessary for the performance of the service promptly.

5. The customer will support RIS to the best of his ability in the search for the cause of the defect.

6. The customer will ensure that a qualified employee of the customer is available for support as well as sufficient computing time during the execution of the support activity by RIS.

7. The customer is obligated to carry out, create and check data backups regularly. The data backup includes the entire software system and the regular backup of master and transaction data and is to be carried out according to the principles of proper data processing.

8. If the customer receives a new version of the software and services from RIS, he shall immediately install it himself for testing purposes or immediately begin testing the new version. The Customer shall test the Software to the best of its ability before productive use. Insofar as RIS provides the Customer with the information required for the provision of support regarding the elimination of defects and the environment at short notice via hotline, the Customer shall carry this out immediately.

9. The Customer shall, to the extent necessary for new versions of the Software and Services, provide adaptations of the hardware and software environment, in particular new versions of the operating system or other third-party software required for the application of the Software and Services, at its own expense and ready for operation promptly.

10. If the customer provides or must provide software for the provision of services by RIS, the customer shall ensure that the necessary rights exist for the provision of services by RIS.

11. If the customer does not fulfill his obligation to cooperate, does not fulfill it in time, or does not fulfill it in the agreed manner, the resulting consequences (e.g., delays, additional expenses) are to be borne by the customer.

§ 10 Term of contracts and termination

1. The contract for the use and support of the Software and Services shall be concluded for an indefinite period. The contract may be terminated by either party with thirty (30) days' notice. Contractually individually agreed terms and periods of notice shall be excluded from this provision.

2. The right to extraordinary termination for good cause shall remain unaffected. Good cause shall be deemed to exist if the Customer is in default with payment obligations for more than thirty (30) days.

3. Any termination must be in writing to be effective.

§ 11 Provisions for material defects

1. RIS is liable that the Software and Services correspond to the user documentation and are not defective.

2. The limitation period for claims arising from material defects is 12 months beginning with the handover or, in the case of works, with the acceptance.

3. In the event of defects, the customer shall immediately notify RIS in writing in a comprehensible form, stating the information relevant to the identification of the defect. The Customer shall support RIS in the removal of defects in a form that is reasonable for the Customer.

4. RIS shall remedy defects, at its discretion, primarily by eliminating the defect (rectification) or by producing a new version of the software and services (subsequent delivery). The customer shall set RIS-appropriate deadlines for the



supplementary performance. If the subsequent performance of the due service finally fails despite at least two attempts at rectification - provided that the subsequent rectification by RIS is not unreasonable for the customer - for each asserted defect, the customer may, at his discretion, demand a reduction of the remuneration or - if the legal requirements are met - demand the cancellation of the contract and compensation for damages instead of the service or reimbursement of futile expenses.

5. The cancellation of the contract and/or the assertion of claims for damages instead of the entire performance or claims for compensation of futile expenses can only be demanded by RIS in case of a not insignificant breach of duty.

6. Claims for defects are excluded if the customer changes the software and services or interferes with them in any other way unless he can prove that the respective change is not the cause of the defect.

7. RIS also does not assume any warranty for the data migrated or inserted by the Software and Services.

8. RIS can demand compensation for its expenses, in the case of Paragraphs 6 and 7, insofar as it has become active based on a defect report without the Customer having proven a defect in the Software and Services.

9. RIS shall only be in default using a reminder. All reminders and setting of deadlines by the customer must be in writing to be effective.

10. If RIS has already partially performed the service, the customer can only claim damages instead of the entire service if he has no interest in the partial service.

11. If RIS has not performed a due service or has not performed it by the contract, the customer may not withdraw from the contract and/or claim damages instead of the entire service or compensation for futile expenses if the breach of duty is insignificant.

12. The limitations of liability under § 14 of these General Terms and Conditions shall apply to the Customer's claims for damages or reimbursement of futile expenses due to default.

13. in the case of a justified withdrawal from the contract for the provision of the software and services, the customer must allow RIS to offset any benefits derived from the use of the software and services, based on the price list valid at the time of the conclusion of the contract.

14. Other warranty rights of the customer are excluded.

15. For material defects of new program versions of the software and services provided within the scope of support, § 11 shall apply accordingly. The right of the customer to terminate the contract prematurely without notice shall replace the right to rescind the contract.

§ 12 Provisions for defects of title

1. In case of defects of title, § 11 shall apply accordingly unless this § 12 contains deviating provisions.

2. RIS is liable for ensuring that the transfer of the agreed rights of use to the customer does not conflict with the rights of third parties. RIS provides the supplementary performance by providing the customer with a legally unobjectionable possibility of use, which can be done by modifying the Software and Services or by replacing them with Software and Services that have been modified in an equivalent manner, or by RIS defending or settling claims of a third party against the customer based on property rights.

3. If third parties assert property rights against the Customer, the Customer shall inform RIS immediately and in writing.

4. RIS has the right to defend the customer against the claims of the third party at its own expense. In this case, the customer shall support RIS in the defense of the claims of the third party and the possible conduct of the lawsuit to a reasonable extent and shall refrain from actions (such as an acknowledgment of the claims of the third party) that hinder the defense of the claim by RIS; this obligation of the customer exists if RIS indemnifies the customer from the disadvantages and risks of the dispute and sufficiently insures the customer against these disadvantages and risks.

5. The right according to paragraph 4 is also available to RIS at its discretion after the expiration of the limitation period for the liability for defects of title.

§ 13 Regulations for other defaults in performance or breaches of duty

1. If RIS does not provide due services or does not provide them properly outside the scope of liability for material defects and defects of title, or if RIS violates other obligations arising from the contract, the customer must always notify RIS of this in writing and grant RIS a grace period of sufficient length in writing, within which RIS has the opportunity to perform the service properly or to remedy the situation in some other way. If the customer wishes to withdraw from the contract after the fruitless expiration of the grace period (e.g., by rescission or termination for good cause), he must announce this consequence in writing together with the setting of the grace period. The requirement to set a deadline shall not apply if this is expressly required by law.

2. The customer's claims for damages or reimbursement of futile expenses due to other service disruptions or breaches of duty shall be governed by the provisions on damages in § 14 of these General Terms and Conditions.

§ 14 Damage compensation regulations

1. RIS is liable within the scope of the legal regulations in each case without limitation

- for damages caused by it intentionally or negligently, which are based on injury to life, body, or health.
- due to the absence or omission of a warranted characteristic or in the event of non-compliance with a guarantee.
- for damages based on an intentional or grossly negligent breach of duty by RIS.

2. RIS is liable in all cases of contractual and non-contractual liability, limited to the contract-typical foreseeable damages, which are based on a slightly negligent breach of essential obligations by RIS. Essential obligations in the sense of these provisions are obligations, the fulfillment of which enables the proper execution of the contract in the first place and on the compliance with which the customer may rely.

3. In other respects, RIS is liable for slight negligence limited to a maximum of 50,000 EUR per contract.

4. Subject to the regulations of the product liability law, strict liability of RIS is excluded.

5. RIS is liable in case of loss of data caused by simple negligence only for the damage that would have occurred even if the customer had backed up the data properly and regularly and, in a manner, appropriate to the importance of the data. This limitation does not apply if the data backup was



hindered or impossible for reasons for which RIS is responsible.

6. The above provisions apply accordingly to the liability of RIS regarding the reimbursement of futile expenses.

§ 15 Subcontractor

RIS may use the help of freelancers, partners, or other vicarious agents for the performance of services without the consent of the Client.

§ 16 Secrecy

1. The contracting parties undertake to keep confidential information and documents of the other contracting party, which are obviously to be regarded as confidential or which are designated as confidential by the other contracting party, such as company and business secrets, secret and to treat them strictly confidentially. This also applies to the offers of RIS, and the contracts concluded between the contracting parties as well as all information in connection with the contract, including any commercial concessions (the information and documents mentioned in sentence 1 and sentence 2 hereinafter collectively referred to as "confidential information"). The contractual partners shall also impose the same obligation on their employees and third parties, insofar as these legitimately meet the Confidential Information, insofar as these have not already been obligated to maintain confidentiality in some other way.
2. The confidential information may only be used within the scope of the purpose of the contract. Beyond that, it may not be recorded, stored, duplicated, passed on or used, or exploited in any other way for its purposes.
3. Notwithstanding the above provisions, the contracting parties may disclose confidential information if (i) the information was already known to the recipient of the information at the time it was disclosed without any obligation of secrecy, (ii) the information has already been published or will be published at a later date without this being due to any action on the part of the recipient of the information that is in breach of law or the contract, (iii) one of the contracting parties has lawfully received such information from a third party without any obligation to maintain confidentiality, (iv) the information has been independently developed by the recipient of the information, or (v) statutory provisions or orders of governmental bodies require disclosure or the respective other contracting party has consented thereto. They will - as far as legally permissible - inform each other immediately as soon as they are requested by an authority to disclose confidential information of the respective other contracting party or are subjected to other sovereign measures.
4. RIS is entitled to include the Customer in its list of reference customers unless the contract contains a deviating provision.

§ 17 Data Protection

RIS and the Customer shall maintain data secrecy and comply with the data protection requirements of the DSGVO and shall only use vicarious agents in the execution of the contract who have been obligated to maintain data secrecy and comply with the data protection requirements according to the DSGVO.

§ 19 Final provisions

1. The law of the Federal Republic of Germany shall apply exclusively, excluding the UN Convention on Contracts for the International Sale of Goods.

2. The place of jurisdiction for all disputes arising from or in connection with this contract is exclusively Cologne if the customer is a merchant or a legal entity under public law or a special fund under public law or has no general place of jurisdiction in the Federal Republic of Germany.

Cologne, 04/2023

RIS AG
Werderstr. 21
50672 Cologne