

The following terms and conditions of trade exclusively apply for all services of RI-Solution GmbH ("the Company"). These terms and conditions do not apply to consumers in the sense of § 13 BGB (German Civil Code). Any general terms and conditions of trade of the contracting partner ("the Customer") do not apply, even if the Company does not expressly reject them.

## **A. General regulations**

**1. Contract conclusion** is effected upon acceptance by the Company of the Customer's contract declaration, and at the latest with the transfer or activation of the software.

**2. Export restrictions.** The Contract is concluded under the condition precedent that no obstructions based on national or international regulations exist, in particular export restrictions, embargos or other sanctions. Deliveries and services in fulfilment of concluded contracts are subject to the proviso that they are not precluded by the aforementioned obstructions.

**3. User support** is provided by phone (hotline) and internet (remote maintenance) during the times stated on the Company's website. Remote maintenance also includes the installation and setup of a remote maintenance software licence (subject to charge) to be selected by the Company and intended for the specific computer workstation.

**4. Prices.** Prices are based on the valid price list (plus statutory VAT) and the list of conditions. RIS is entitled to charge for partial services. All invoices are immediately due for payment after issue. The Customer bears any discounting and exchange costs. RIS is entitled to demand reasonable advance payments for partial services and to issue partial invoices according to the progress of performance. Notwithstanding the preceding provisions, the price specified in the Contract plus the statutory VAT is payable. Any packaging and office expenses as well as any travel expenses will be invoiced separately. Hotline and remote maintenance services outside normal business hours, as well as use of these services for longer than four hours each per year, are not included in an all-inclusive price and are invoiced separately at cost. On-site user support is invoiced at cost per quarter hour (or part thereof) on the basis of the Company's billing rate at the time of receipt of the service plus any travel expenses, costs and other expenses incurred. The fees for training and consulting courses are based on the agreed fixed prices. One day consists of eight hours including breaks. Any additional times and auxiliary costs will be charged separately. If, by special agreement, services are provided beyond normal business hours from Monday to Friday, the Company is entitled to charge an additional overtime premium of 25% per hour on top of the agreed hourly fee. On Saturdays, Sundays and public holidays, the overtime premium is 50%.

**5. Due date for payment.** Payments are due upon receipt of an invoice. In each case, the fees for repeat services must be paid in advance on the first of the

following calendar month after conclusion of the Contract.

**6. Form of declarations.** Any declaration (termination, complaints, etc.) issued by one Party to the other Party must as a rule be submitted in writing (e.g. email, fax, etc.).

**7. Services provided by third parties, partial services.** The Company is entitled to engage third parties to provide services. Furthermore, the Company is entitled to provide partial services to the extent that this is reasonable for the Customer.

**8. Cooperation obligation.** The Customer is obliged to fully back up data, both prior to updating the existing contractual software as well as prior to the performance of other tasks in respect of the software (maintenance, supplementary performance, etc.).

For the duration of the service provision, the Customer shall provide the necessary technical infrastructure specified by the Company (hardware, software, technical infrastructure, internal network) at its own cost in a functional condition and with sufficient capacities, unless this is procured by the Company. Furthermore, the Customer shall provide all data or data sets – in the form agreed between the Parties – which are necessary for performance of the Contract. The Customer is responsible for the completeness and unrestricted usability of the data. In the event of supplementary performance, the Customer is obliged to provide all the information and documents required for the remedial action.

**9. Compensation in the event of non-acceptance.** In the event that the Contract cannot be fulfilled for reasons for which the Customer is responsible, the Customer is obliged to pay a lump-sum compensation in the amount of 15% of the order value. The Customer retains the right to provide evidence of lower damages.

**10. Liability.** In cases of intent and gross negligence, the Company is liable to the full statutorily defined extent. Furthermore, in the event of damages due to injury to life, limb and health, as well as infringements of product liability law or breaches of significant contractual obligations, the Company is liable for any negligence. Significant contractual obligations are obligations whose fulfilment is key to the Contract and upon which the Customer may rely. No further liability exists. In particular, the Company is not liable if the Customer fails to back up data in contravention of its obligation to cooperate. In the event of data loss, the Company is only liable for the costs that would have been necessary for data recovery had the Customer taken proper data security precautions.

**11. Assignment and offsetting.** The Customer is prohibited from assigning rights without the consent of the Company. The Customer can only effectively offset a claim which is undisputed or has been determined by a court of law, unless the claim derives from the same contractual relationship.

**12. Force majeure.** Events of all kind for which the Parties are not responsible (strikes, operating problems, transport disruptions, delivery blocks, natural events, rebellion, war, etc.) shall release the

Company from its performance obligation for the duration of the obstruction. If the force majeure event persists continuously for longer than 30 days, either Party may terminate the Contract.

**13. SEPA debits** are announced at the latest one working day before their collection by the bank. The collection of repeat payments of the same sum is announced once per year.

**14. Authority to give instructions.** Only the Company has the authority to give its employees instructions. The employees of RIS are not integrated into the Customer's company. RIS decides which employees it assigns to the tasks. RIS can also use freelancers and other companies to fulfil the order.

**15. Data protection information.** The entity responsible for the data processing is RI-Solution GmbH, Arabellastr. 4, 81925 Munich, Tel. 089/9222-0, email: [info@ri-solution.com](mailto:info@ri-solution.com). RIS processes personal data for the purpose of processing orders as well as for its own marketing purposes within the legally permissible scope. The Company neither processes data on behalf of third parties nor intentionally transfers data to countries outside the EU. The data recipients are IT and service providers as well as delivery service providers, who use it for the purpose of processing orders, as well as information agencies (e.g. Schufa), who use it for the purpose of checking creditworthiness in the event that the Company is obliged to provide advance performance (e.g. purchase on account, direct debit). The legality of the data processing is anchored in Art. 6, para. 1, (EU) 2016/679 (GDPR). The Customer is not obliged to provide the data, however it is required for performance of the contractual obligations. Additional information on data processing, especially on the rights of data subjects, is available at [www.RI-Solution.en/privacy](http://www.RI-Solution.en/privacy).

**16. Retention of ownership.** The goods shall remain the property of the Company until full payment of all receivables from the business relationship.

**17. Continued validity in the event of invalidity, applicable law and place of jurisdiction.** Should individual provisions of these terms and conditions be or become invalid or incomplete, this shall not affect the validity of the other provisions. German law applies with the exclusion of the UN Convention on Contracts for the International Sale of Goods and the conflict-of-laws rules of international private law. The contract language is German. Any disputes shall be settled by the responsible court in Munich.

**18. Change-request procedure.** Any changes to the scope of services which are initiated by the Customer shall be paid for at regular intervals. Any associated dates shall be adjusted accordingly. RIS shall inform the Customer within ten working days whether the change request can be implemented and shall simultaneously issue a corresponding quotation with

details of the expected additional costs and commencement of work.

The Customer may accept or reject the offer within 10 working days.

Any changes agreed must be documented in a binding manner.

**19. Confidentiality.** The Contracting Parties shall treat as confidential the contents of the contracts concluded between them as well as all confidential information that becomes known to them during the contractual performance, in particular business secrets of the other Contracting Party, and shall only use such information within the framework of the contractual performance. The confidential information of RIS includes work results, expertise and services provided.

The Customer hereby warrants that it has created all the necessary conditions (e.g. by obtaining declarations of consent) to enable RIS to provide the agreed services without breaching statutory data protection regulations. In as far as RIS obtains access to the Customer's hardware and software (e.g. during remote maintenance), it shall not do so for the purpose of business processing or use of personal data by RIS. Personal data shall only be transferred in exceptional cases within the scope of the contractual services performed by RIS.

RIS is entitled to include the Customer in its list of reference customers. Data stored by RIS in electronic registers or other electronic form is considered documentation of data transfers, contracts and payments made between the Parties.

**20. Data storage in the cloud.** Data is partly stored in the cloud.

Should the Customer object to this, it must inform the Company in writing. In accordance with § 146, para. 2a, AO (Regulation of Taxation), this must be approved by the responsible financial authority in response to a written application by the taxpayer. This process may increase the costs of the services.

**21. Information on battery disposal.**

With regard to the sale of batteries or supply of devices that contain batteries, RIS is obliged to inform the Customer of the following:

As an end user, the Customer has a legal obligation to return used batteries. The Customer can return used batteries free of charge to RIS or to dedicated return points (e.g. local authority collection centres or retailers). The Customer can also send batteries back to RIS by post. RIS will in all cases reimburse the Customer for the postage costs for the return of spent batteries.

The symbols displayed on the batteries have the following meanings:



 = the battery must not be disposed of in household waste

Pb = the battery contains more than 0.004 per cent lead by weight

Cd = the battery contains more than 0.002 per cent cadmium by weight

Hg = the battery contains more than 0.0005 per cent mercury by weight

## **B. Services**

**Rights of use.** The Company grants the Customer the non-exclusive, permanent, irrevocable, non-transferrable and non-sublicensable right to use the service results created within the scope of this Contract, to the extent that they result from the purpose and range of services specified in the Contract. These rights include the agreed intermediate results, training documents and tools.

## **C. Software service**

**1. Program update/software maintenance** covers the updates to the software due to program improvements and software changes. Where possible and necessary, updates are issued at least once per year. Only the most recent program version, which is regularly provided by the Company within the framework of a software service contract, is maintained. This does not affect warranty rights.

**2. Warranty; limitation period.** The Company shall be given two opportunities to carry out supplementary performance. The limitation period for warranty claims is one year after receipt of the service. In the event that the Company is liable pursuant to clause A. 10., the statutory limitation period shall apply.

**3. Contract term and termination.** The software service contract is initially concluded for a period of one year. At the end of each year, it shall be extended automatically by a further year unless one Party terminates it with a notice period of three months to the end of the contract year. This does not affect either Party's right of termination without notice for cause.

## **D. Software purchase/rental contracts and hardware rental contracts**

**1. Rights of use/licences.** If the Company sells software to the Customer (files/data media) or provides it for rental (software as a service), the Customer is only entitled to use it in accordance with the "End-User-Licence Agreement" (EULA). The Customer must agree to this before using the software.

**2. Initial deficiencies.** If the subject of the Contract is software or hardware rental, liability without fault in accordance with § 536 a, para. 1, BGB (German Civil Code) is excluded.

**3. Software/hardware requirements.** The Company provides no guarantee that the content of its software/hardware is compatible with (third-party) software or hardware of the Customer or a third party.

**4. Service changes.** In the case of software/hardware rental, the Company is entitled to change or remove features of the software/hardware. The Customer will be informed of such a change or removal with a notice period of four weeks. In the event that a feature is removed without being replaced, the Company will recalculate the rental price for the remaining

software/hardware features. If the Customer does not issue an extraordinary and notice-free termination within the four-week notice period, or if the Customer continues to use the software/hardware without objection during this period, the Contract shall continue to run under the changed conditions stated by the Company.

**5. Warranty; limitation.** The Customer shall notify the Company of deficiencies immediately after they are detected. The warranty period for purchased software is one year. In the event that the Company is liable pursuant to clause A. 10., the statutory limitation period shall apply.

## **6. Contract term and termination.**

Software/hardware contracts are initially concluded for a period of one year. They are extended automatically by a further year unless terminated by one Party with a notice period of three months to the end of the contract year. This does not affect either Party's right of termination without notice for cause.

## **7. Return of rented hardware / contractual penalty for late return.**

The Customer shall, at its own cost, return the rented item at the contractually agreed time or, unless a time has been contractually agreed, immediately after expiry of the hardware rental contract. The item must be returned in the condition in which it was transferred to the Customer at the beginning of the rental period. The return must be documented.

If the Customer is a company, in the event of a late return (for which the Customer is responsible) it shall to pay a contractual penalty for each day of the delay until the rental item's final return. The amount of this contractual penalty shall be a daily charge of 0.3% of the total rental fee up to a maximum charge of 5% of the total rental fee. This shall not affect the Company's right to assert further claims for compensation. The paid contractual penalty shall be offset against any compensation claims, whereby the contractual penalty represents the minimum amount of damages.