General Terms and Conditions of Business of Veact GmbH

Preamble

Veact GmbH (hereinafter "Veact") acts as a service provider offering in its service portfolio various services for its clients (hereinafter referred to as the "Client") in connection with after-sales activities and related areas.

The basis for ordering such services and activities giving rise to the conclusion of a contract between Veact and you as a Client is provided by the following terms and conditions (hereinafter "terms and conditions") of Veact, the acknowledgement and consideration of which you acknowledge and confirm by placing an order with us.

The terms and conditions can be viewed here and printed if required. Naturally the latest version of the terms and conditions are also available on the Veact website for viewing at any time, and for download as a reference document.

1. Scope and changes to the terms and conditions

1.1. Veact provides all services as part of the contract in accordance with the provisions given below. These form the basis of the service provision by Veact.

These provisions shall be applied in the following order:

a)   the terms on the order form or purchase order;
b)   the service description (where applicable);
c)   the price list (where applicable);
d)   these terms and conditions;
e)   the separate agreement on the processing of data in the order; as well as
f)   the legal provisions.

1.2.   In the case of contradictions between different sections of the contract, the above-mentioned parts shall apply in each case in the order given above with priority over the subsequent sections.

1.3.   The general terms and conditions of the Client shall at no time form part of this contract, including by means of subsequent inclusion such as imprints on correspondence, unless the parties expressly agree otherwise.

1.4. Veact reserves the right to change the terms and conditions, insofar as this does not affect any essential provisions of the contractual relationship and this is necessary to adapt to developments which were unforeseeable at the conclusion of the contract, the non-consideration of which would significantly affect the balance of the contractual relationship. Essential regulations include, for example, the type and scope of the contractually agreed services and the term of the contract, including the provisions on termination. In addition, amendments or additions to these terms and conditions may be made to the extent that this is necessary for the elimination of difficulties in the execution of the contract as a result of missing regulations arising after the conclusion of the contract. This may in particular be the case if the legal framework changes and one or more clauses of these terms and conditions are affected. Intended changes to these terms and conditions shall be

communicated to the Client in writing (letter by post, fax or email) at least six weeks before they take effect. The Client shall be entitled to a special right of termination at the time the amendments come into effect. If the Client does not cancel in writing within six weeks of receipt of the notification of the amendment, the amendments shall become part of the contract at the time of the effective date. The Client shall be advised of this consequence separately in the change notification.

2. Services of Veact

2.1. The nature and scope of Veact's services shall be determined by the specific agreements between the parties regarding the features, attributes and characteristics of the services and products, as indicated in particular on the order form or purchase order completed by the Client. Otherwise, the nature and scope of the contractual services shall be based on the service description, any additional conditions agreed upon and these terms and conditions.

2.2. Veact shall be entitled to modify and adapt its services, in particular in the case of technological advancements and changes in relevant framework conditions for IT security, in the interest of the Client, provided that this is reasonable for the Client. Veact shall notify the Client no later than one month before the amendment.

3. Prices, terms of payment

3.1. For the performance of the services, the prices stated on the Veact order form or purchase order and/or price list shall be authoritative. All prices listed there are net prices in euros.

3.2. Annual prices shall be payable in full and in advance for the entire calendar year, starting on the day the services are provided by Veact. Other prices, in particular usage-based prices, shall be payable by Veact following provision of the service.

3.3. Veact may change prices at the beginning of the next contract term with a reasonable notice period of at least one month. If the Client does not object to the amendment within a reasonable period set by Veact, the amendment shall be regarded as approved. Veact shall notify the Client when announcing the amendment that the amendment will take effect unless contradicted.

3.4. Payment shall be due within fourteen calendar days following receipt of the invoice by the Client for payment. The final price to be paid by the Client to Veact shall be the price referred to in section 3.1. in addition to the legally applicable rate of value added tax at the respective time.

3.5. In the event that Veact has to charge the Client advance payments for postage and shipping, the Client agrees to set up a clearing account at Veact. Veact shall determine the amount to be paid into the clearing account on the basis of the average monthly postage and shipping costs. The advance payment shall be invoiced by Veact to the Client upon conclusion of the contract with a payment term of fourteen calendar days. The remaining balance paid into the clearing account and not used up as part of the rendering of the service shall be repaid to the Client at the end of the contract.

3.6. The invoice amount is payable to the account specified on the Veact invoice. It must be credited to the Veact account no later than the seventh day after the due date (see section 3.4.).

3.7. A right of offset shall only be available to the Client if his counterclaim has been legally established or is undisputed. The Client shall be entitled to assert a right of retention only for counterclaims arising from this contractual relationship.

3.8. If the Client defaults on two payments due in each case, Veact may suspend services and refuse to provide any further services until payment has been made.

3.9. In the event of late payment, Veact may demand reimbursement of expenses for any unjustified reimbursement in the amount of the costs actually incurred by the credit institute. The Client shall retain the evidence that damage has not occurred or is substantially lower.

4. Duties and obligations of the Client

4.1. The Client shall be obliged to provide the necessary data for the provision of services and deliverables by Veact completely and correctly and to provide immediate notification of any changes. This shall apply in particular to the address data and email address.

4.2. The parties agree that Veact may also send information and statements concerning the contractual relationship to the Client's email address. The Client shall regularly check the email address used as the contact address for Veact.

4.3. The Client shall be required to set up its systems and programs in a manner that does not compromise the security, integrity or availability of the systems Veact uses to provide its services. In particular, the Client must use appropriate security programs (firewall and virus protection) in their latest versions on his own computer hardware.

4.4. The Client shall not be entitled to remove or circumvent the existing security mechanisms of the software against unauthorised use. The Client shall not be permitted to duplicate the release code. The Client shall not be permitted to remove or modify copyright or trademark notices, as well as serial numbers as well as other features relating to software identification.

4.5. The Client shall be required to refrain from passing on personal access data (such as passwords) to other persons and to protect them from access by other persons. They must be changed for security reasons before first use and then at regular intervals. If there is any reason to suspect that unauthorised persons have become aware of the access data, the Client must change this data immediately. On electronic data carriers such as PC, USB stick and CD-ROM, this data is only permitted to be stored in encrypted form.

4.6. The Client shall make backup copies of all data at intervals appropriate to the application and in an appropriate format, which the Client will transfer to Veact's servers, on other data media not located at Veact.

5. Liability of VEACT

5.1. Veact or one of its vicarious agents shall only be liable for damages in cases of intent and gross negligence. If Veact or one of its vicarious agents violates a material contractual obligation in a manner that jeopardises the purpose of the contract, liability shall be limited to the typical damage that Veact could reasonably have foreseen upon conclusion of the contract, unless the breach of duty is intentional or grossly negligent. Significant contractual obligations in this sense are those that are prerequisites for fulfilment enabling the proper execution of the contract, the observance of which the Client is able to trust and rely as a matter of course.

5.2. This restriction shall not apply to injury to life, body and/or health or to liability under the Product Liability Act.

5.3. Notwithstanding the above provisions, the Client shall be solely responsible for the integrity of its data and its proper transfer to Veact systems. If the Client violates his obligations in this context that results in damage, the Client shall be solely responsible for this and release Veact from any claims against third parties.

6. Copyright and usage rights

6.1. Veact's systems and software, including data, databases, as well as graphics and forms are copyrighted to Veact.

6.2. The Client shall receive for the duration of the contract the non-transferable, non-exclusive right to use the systems and software of Veact according to the contract. No further use shall be permitted. The Client shall not be permitted to sell, lease, or otherwise transfer to third parties the rights granted to him by Veactin accordance with the contract.

6.3. Insofar as the Client is contractually granted the right to use software on a network, this shall not include the right to transfer the software to other companies or third parties for use. Any right that may have been granted to use software on a network, similarly excludes the right to use the software at other firms, facilities, branches or business locations of the Client. For each firm, facility, branch or business location of the Client, a separate licence agreement must be made, unless expressly agreed otherwise.

6.4 The Client shall not be permitted to sell, transfer, lease, sub-license, modify, adapt, translate, reverse engineer, decompile or disassemble any part of the applications and data. The Client shall not be permitted to create derivative products, attempt to reveal the source code of the object code, or use content or software for purposes that do not relate to the use of the respective application or other purposes authorised by Veact.

6.5. Applications and data are not permitted to be copied in whole or in part or used for public purposes, unless expressly authorised in writing by Veact. These obligations shall also apply after the end of the contract.

6.6. If the Client has been granted the use of software for a time-limited period, the Client shall no be longer authorised to use Veact systems and software or data following the end of the contract. The Client shall be required to delete without prompting the software from Veact and, at the special request of Veact, to facilitate in a timely manner the uninstallation or its verification by a representative appointed by Veact. Excluded from this are the contractual results created by the Client until the contract is terminated. The Client shall be responsible for storing his work results for other, subsequent use.

6.7. The Client shall impose these obligations in the same way on his employees and vicarious agents.

7. Data protection

7.1. The Client hereby agrees that his data, including the personal data of his employees, is subject to data processing for the performance of the contract. The Client shall be responsible in relation to Veact for obtaining the consent of its employees for the use of the data.

7.2. Veact shall process the personal data as an order data processor in accordance with Art. 28, para. 3 of the GDPR regulation exclusively on behalf of and according to the instructions of the Client and exclusively for the purpose of fulfilling the contract. The Client shall remain responsible for the legality of the collection, processing and use of Client data in accordance with statutory provisions.

7.3. The specific rights and obligations under the contract data processing relationship are set out in the separate written agreement in the spirit of art. 28, para. 3 of the GDPR regulations between Veact and the Client.

7.4. Aside from this, the responsibilities of the contracting parties shall be governed by the statutory provisions.

8. Start of contract, contract term and termination

8.1. The contract period shall be based on the details on the order form or purchase order. Subject to separate regulations, the contract shall be concluded upon receipt of the order/project confirmation, and at the latest upon provision of the service by Veact. For upgrades, etc. to basic services ordered subsequently, the contract period shall be based on the respective basic services.

8.2. For one-off services, the contract shall expire at the time the service is provided, without the need for separate termination.

8.3. If a minimum contract period has been agreed, the contract shall automatically be extended by the respective minimum contract term, assuming it is not terminated by either party with one month's notice at the respective end of the term. If the minimum contract period is longer than one year, the extension periods shall be a maximum of one year.

8.4. The right of the parties to extraordinary termination for good cause pursuant to section 314 of the German Civil Code shall remain unaffected by the above provisions. In particular, Veact has the right to extraordinary termination if, for example, the Client defaults on payments despite having been sent two reminders.

8.5. Terminations must be made in writing, whereby transmission via fax shall also be deemed to meet this requirement.

9. Place of fulfilment, applicable law and jurisdiction

9.1. The place of fulfilment shall be the headquarters of Veact in Munich unless a different regulation has been expressly agreed in writing between the parties.

9.2. For all claims of any kind arising out of or as a result of this contract, the law of the Federal Republic of Germany shall apply, excluding the relevant reference rules of German international private law.

9.3. All disputes arising out of or in connection with this agreement shall be submitted to the exclusive place of jurisdiction of Munich, as far as the Client is a business, a legal entity under public law or a public law special fund.

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