

General Provisions – Framework Agreement

§ 1 Subject of regulation

- 1) The contractual conditions of this framework agreement include the general part of the general terms and conditions, which are included when the individual contracts are concluded. In addition to the conditions of this framework agreement and its appendices, those special parts of the General Terms and Conditions that are separately referenced in the individual contracts are also included. Part II of this document contains the regulations that are included in the agreement to provide support or managed services.
- 2) The provisions of this framework agreement are applicable if one of the contracting parties makes it clear during the negotiations on the respective “individual contract” that they would like to make the inclusion of this framework agreement and its annexes the legal basis of the respective “individual contract”.

§ 2 Contract components, defense clause and definitions

- 1) Parts of the contract are:
 - a) The individual contract that regulates services, technical requirements, prices, etc.
 - b) The General Terms and Conditions of this framework agreement, which contain the general conditions and, in Part II, the regulations for the provision of support and managed services.
 - c) The special terms and conditions, which contain specially agreed terms and conditions.
 - Part A Sale, rental, maintenance of hardware products
 - Part B Sale, maintenance of software (if applicable)
 - Part C Cloud Services (if applicable)
 - d) The following optional attachments to the framework agreement are as follows
 - Attachment LLA: [optional] Limitation of liability agreement
 - Attachment SLA: [optional] Service Level Agreement
- 2) The general terms and conditions of ecos systems apply exclusively. The client's general terms and conditions do not form part of the contract.
- 3) Definitions
 - a) “Delivery”: is the time at which the products are handed over to the client;
 - b) “Operational responsibility”: The functionality of the products is only agreed in the system environment required for their operation. ecos systems has no responsibility for the functionality of the products outside of this system environment or for the functionality of modified products.
 - c) “Data”: Data that the client processes with the product.
 - d) “Change”: is any change, addition, extension or other deviation from the scope of services agreed upon in the individual contract at the time of conclusion of the contract, requested by the client and agreed in writing;
 - e) “Documentation”: operating instructions for the “product”. This is always made available to the client online in the current version.
 - f) “Individual Contract”: The “Individual Contract” document that reflects the individual contract concluded between the client and ecos systems.
 - g) “Product”: refers to the contractual products specified in the individual contract and its appendices.
 - h) “Fault”: Is a malfunction of a contractual product for which it is unclear whether it is a “technical error” or a defect.
 - i) “System”: consists of the product provided as well as the system environment required for its operation. The “system” usually consists of databases, interfaces, software and hardware, etc.
 - j) “System environment”: Technical surrounding systems that are required for the proper operation of the product. The required and recommended system environment is described in the respective service description of the technical products.

- k) "Technical error": *Technical error* means that the products, services or benefits provided to the client are not available or the products deliver incorrect results without ecos systems being responsible for this. A technical error also exists if ecos systems justifiably invokes the liability limitation clause.

§ 3 Safety instructions

- 1) Data protection during remote maintenance

The contracting parties are aware of the high sensitivity of the maintenance services provided by ecos systems with regard to affected personal data.

- 2) Technical requirements for remote maintenance

- a) The prerequisite for remote maintenance (remote service) is access for ecos systems to the client's network, via which the connection to a remote desktop environment to be provided by the client is established using the RDP protocol. The client must design the remote desktop environment in such a way that ecos systems can use the software and bidirectional data exchange to provide support.
- b) Access to the client network must be provided by providing non-proprietary VPN access in accordance with the respective individual contract.
- c) Remote maintenance can be carried out using the solution specified in the respective individual contract. The sessions take place over an encrypted connection. Both supervised (client starts a remote maintenance program) and unsupervised remote maintenance (remote maintenance program is installed by the client) are supported.
- d) If the client does not allow the service to be provided remotely, additional costs may arise. Time delays and/or delayed error elimination measures in the case of regulations that deviate from Section 3 Paragraph 2 lit.a or in the absence of remote maintenance are at the expense of the client.

§ 4 Content of the specific service, "Changes"

- 1) A "change" only becomes part of the contract with express written confirmation from ecos systems and must be paid for separately in accordance with the agreed price list.
- 2) The specific services are documented in the individual contract. The subject matter is exclusively the IT systems specified in the individual contract in accordance with the functional description and documentation.

§ 5 Delivery, costs, place of performance

Details of the respective delivery, regarding the costs for transport (delivery and return), the place of performance, arise from the respective individual contract.

§ 6 Obligations to cooperate

The respective obligations to cooperate arise from the respective individual contract.

§ 7 Compensation; The client's rights of retention; On Bill

- 1) The amount of remuneration and the reimbursement of other expenses (such as, in particular, transport costs, insurance, expenses, etc.) depend on the respective individual contract. All payment modalities such as partial payments, discounts, discounts, etc. are regulated by individual contracts. The same applies to travel costs and expenses.
- 2) All prices are net prices and must be paid plus the applicable sales tax.
- 3) The exercise of a right of retention that is not based on a right from this contractual relationship is excluded.
- 4) The client is only entitled to exercise a right of retention or to set off to the extent that the underlying counterclaim has been legally established or is not disputed. Irrespective of this, the client's right to set off is not excluded or limited if the claims made for offsetting are based on additional costs for remedying defects or additional completion costs.

- 5) The following applies only to the provision of maintenance/support services: ecos systems is entitled to increase the fee amount by an appropriate amount, up to a maximum of 2.5%, for 12 months from the time the contract was entered into or the time of the last increase.
- 6) Payments by the client are due upon receipt of the invoice and provision of the service and must be paid within 30 days of receipt of a verifiable invoice. They are to be paid to ecos systems to one of the accounts specified in the invoice.
- 7) The client must make a determination in his payments as to which debt he is paying on. If he fails to do this, incoming payments will first be recorded against existing additional claims (interest, etc.) and then against the client's oldest debt.
- 8) If the client does not meet his payment obligations on time, ecos systems can, without prejudice to the assertion of further damages, claim damages for default in the amount of the statutory default interest against the client. If the client does not fulfill his payment obligations despite a reminder setting a reasonable grace period, ecos systems is entitled, without prejudice to the rights in sentence 1, to stop work on all projects ongoing on behalf of the client, to withdraw from the contract in question, to take possession of reserved goods and to invoice the client for all costs incurred up to that point.

§ 8 Reservation of the transfer of usage and ownership rights

- 1) The risk of accidental loss passes to the client upon "delivery" to the client. When shipping goods, the risk passes to the client when the item is handed over to the freight forwarder, freight forwarder or other messenger chosen by ecos systems at its reasonable discretion. If the goods are installed by ecos systems, the risk of accidental loss passes to the client upon commissioning or provision.
- 2) Physical goods remain subject to retention of title until the payment claim resulting from the respective order has been paid in full.
- 3) Until all claims arising from this contractual relationship existing at the time of "delivery" have been paid in full (hereinafter "fulfillment of the condition"), the customer receives from ecos systems a time-limited right to use the software supplied. If usage rights to the software are to be finally transferred as part of a purchase or work contract, this transfer only takes place after the "condition occurs"; If payment is made by check or bill of exchange, the "condition is fulfilled" when it is redeemed. If the rights of use are only to be transferred for a limited period of time, the reservations of the respective contracts apply.
- 4) If the rights to use the "software" are terminally transferred, the client's right to continue using the "software" expires when the rights transfer is revoked, unless ecos systems informs the client otherwise. In this case, all program copies made by the client must be deleted.
- 5) In the event of a seizure or other possible impairment of ecos systems' rights to the software or the physically delivered goods within the meaning of this regulation, the client must immediately point out ecos systems' conflicting rights. He is also obliged to inform ecos systems immediately by telephone or email and to subsequently inform ecos systems in writing about the events that have led or may lead to an impairment of the rights of ecos systems.

§ 9 Liability

- 1) Liability for claims for damages and reimbursement of expenses caused simply or through slight negligence is limited to the extent that corresponds to the extent of risk that existed for ecos systems when the individual contract was entered into and which was recognizable to it.
- 2) Liability claims expire 12 months from the time at which the client should have become aware of the circumstances of the damage without gross negligence. This limitation period does not apply in cases in which damage to life, limb or health has been caused and/or in cases in which the damage arose through gross negligence or intent and/or as a result of a breach of a guarantee. Claims under the Product Liability Act also remain unaffected.
- 3) If claims for damages are asserted as a result of asserting warranty claims, the statute of limitations in the event of the sale of a product ends within 12 months of the transfer of risk. In the event of a breach of a repair or maintenance contract, the statute of limitations is limited to 12 months from the date of acceptance or completion. Section 9 Paragraph 2 Sentence 2 applies accordingly.

§ 10 Force majeure

If ecos systems is prevented from fulfilling its obligations due to the occurrence of unforeseeable, extraordinary circumstances which it cannot avert despite taking reasonable care, e.g

- pandemics;

- Malware interference,
- Operational disruptions for which ecos systems is not responsible,
- official interventions,
- Communication network difficulties
- energy supply difficulties,

Whether these circumstances occur in the area of ecos systems or in the area of its suppliers, if the delivery or service does not become impossible, the delivery period will be extended to an appropriate extent, but a maximum of two weeks. If a service is excluded even after the expiry of the aforementioned period due to the same uninterrupted event of force majeure, this is considered impossible.

§ 11 Subcontractors

- 1) ecos systems has the option of providing the client with a list of the subcontractors with whom ecos systems constantly works. The client has the option of refusing ecos systems consent to commission individual subcontractors. The refusal must not occur without just cause. ecos systems is liable for the fault of the subcontractor involved as well as for its own fault and is responsible for compliance with data protection and IT security regulations.

§ 12 Data protection

- 1) The agreements between the contracting parties on data protection are regulated in a separate Non-Disclosure Agreement (NDA)
- 2) If desired, the parties may enter into a separate data protection agreement (DPA) .

§ 13 General

- 1) The client may only assign rights and claims from the individual contract to third parties with the prior written consent of ecos systems.
- 2) If the client is a merchant within the meaning of the Commercial Code, a legal entity under public law or a special fund under public law, the registered office of ecos systems is agreed as the place of jurisdiction for all disputes that arise in the course of processing this contractual relationship. Irrespective of this, ecos systems is also entitled to file a lawsuit with the court that has jurisdiction over the client's registered office.

Part II – Support and Managed Service

§ 14 ecos systems employees

- 1) ecos systems undertakes to only use qualified and reliable personnel to provide the services it owes. ecos systems is responsible for selecting and classifying “employees”. The provision of services, induction and task-related training of the “employees” are carried out under the responsible management of ecos systems. The “employees” of ecos systems are exclusively subject to the disciplinary authority of ecos systems, regardless of where the work is performed.
- 2) The “employees” of ecos systems receive the right to stay in the client’s premises during normal working hours for the duration of their employment with the client. The client is entitled, for important reasons, to deny individual ecos systems “employees” access to the client’s rooms. Unless the refusal is based on an important reason for which ecos systems alone is responsible, ecos systems is entitled to demand an adjustment of the agreed dates and remuneration to the extent that these have become necessary due to the denial of access and are otherwise appropriate.
- 3) The technical supervision of the “employees” of ecos systems is the sole responsibility of the ecos systems themselves. If the client requests the replacement of an “employee” by stating a factually understandable reason, ecos systems is obliged to replace them within a reasonable time frame.
- 4) ecos systems is solely responsible for fulfilling the contractual, legal, official and professional association obligations towards the people it employs to provide the service. ecos systems will release the client from corresponding claims asserted against the client. This includes in particular all wage and salary payments as well as all other payment obligations resulting from employment or service relationships, such as social security contributions. It is solely the task of ecos systems to make the agreements and measures that regulate its relationship with the people it uses to provide the service.

§ 15 Regulations for individual contracts

- 1) The provisions of this paragraph apply if ecos systems is commissioned on the basis of a performance-independent service.
- 2) If several performance deficiencies exist at the same time, the client is entitled to specify the priorities for elimination to ecos systems. ecos systems will continuously inform the client about the status and success of the removal. If a defect in performance cannot be remedied within a reasonable period of time, ecos systems will provide a temporary solution at the request of the client.
- 3) Dates and deadlines as well as termination options arise from the respective individual contract, otherwise from the law.

§ 16 Hotline

In accordance with the respective individual contract, ecos systems provides brief telephone advice, in the English language, in the event of technical errors, application problems or other cases of difficulties in connection with the program sequences of the “products” provided. Access to service is provided from Monday to Friday 8:00 a.m. to 8:00 p.m. No hotline is operated on Saturdays, Sundays and public holidays. The Eastern standard time zone applies.

- The hotline's tasks do not include clarifying content and organizational questions or providing instructions on the functionality of the “products”.
- Before using the hotline, the client must try to solve the problem himself within reasonable limits. In particular, he must pay attention to the user documentation and the help function.

§ 17 Support

Unless otherwise agreed in the individual contract, the following services will be provided:

- 1) Reacting to fault reports and attempting to eliminate “technical errors”
 - a) Fault event and fault response times

After reporting a fault, ecos systems must begin work to eliminate faults and analyze the cause of the fault within the agreed “trouble response times” in the SLA. The analysis of the cause of the malfunction and the attempt to remedy it are governed by service contract law if the malfunction turns out to be a “technical error” or if ecos systems rightly relies on the objection of limitation.
 - b) Attempt to eliminate “technical errors”

Whether there is a “defect” or a “technical error” depends on the result of the analysis phase, which takes place from the moment the fault is reported within the fault response time.

 - i) If there is a defect, the legal consequences are determined by law. If it is reasonable to carry out a repair, ecos systems initially has the right to carry out repairs within a reasonable period of time.
 - ii) If there is a “technical error”, the regulations in paragraph 2 apply.
- 2) If there is a “technical error”, ecos systems will support the client in accordance with the regulations set out in the SLA attachment. In these cases, however, you are not responsible for successfully eliminating the “technical error”.

Part A – Sale of Products

If the client buys, rents or has “products” serviced, the following provisions apply in addition to the regulations stated in Part I of the framework agreement.

§ 1 Parts of the contract

The contract components are in this order:

- e) The “individual contract” that regulates services, technical requirements, prices, etc.
- f) The appendices of the “individual contract”.
- g) These Terms and Conditions Sales, Rental and Maintenance of hardware products
- h) The provisions of the general terms and conditions of the framework agreement including their appendices.

§ 2 Subject of the contract: sale of products

- 1) The client purchases the “products” mentioned in the individual contract (hereinafter also referred to collectively as the *product*).
- 2) The client receives the documentation intended and provided by the manufacturer for the product.
- 3) Delivery by ecos systems is subject to the proviso that ecos systems itself is delivered correctly and on time and is not responsible for the lack of availability of the “products” . The client can only demand compensation for non-performance after setting a deadline with the threat of rejection.
- 4) Due to the nature of ecos systems' activities, prices may differ from the original amounts stated in the individual contract. These are price increases that cannot be influenced and result from trading practices. However, price increases at the expense of the client can only be made if material or personnel costs have increased since the order was placed and ecos systems is not responsible for these. This also includes unforeseeable changes in customs duties, import and export fees, foreign exchange controls, etc.
- 5) Without certain regulations, shipping will be carried out subject to the applicable flat rate freight/packaging costs. The costs for express shipping at the request of the client will be calculated based on actual effort. All outgoing deliveries are insured by ecos systems. Insurance is included in the purchase price. In the event of loss or damage, the buyer is obliged to obtain all necessary documents so that claims can be made against the insurance company. The costs of normal packaging are included in the flat rate freight and packaging costs. If special packaging is required or is required by ecos systems at the discretion of the given circumstances, this will be invoiced according to a separate agreement.

§ 3 Delivery dates

Delivery times can be found in the individual contract.

§ 4 Warranty for defects when selling “products”

- 1) The client must immediately examine the “products” for significant defects and completeness and report any complaints to ecos systems. If the “products” are installed by ecos systems, the client must carry out an acceptance procedure together with ecos systems. The content of the procedure depends on the individual contract
- 2) If defects are asserted, ecos systems initially has the right to make an appropriate number of attempts to make improvements within a reasonable period of time. If supplementary performance fails, the client is generally entitled, at his discretion, to reduce the purchase price, withdraw from the contract and/or demand compensation.
- 3) At the time the contract is concluded, the client is aware that ecos systems only checks and guarantees the functionality of the “products” delivered by ecos systems in the system environment specified in the individual order, without affecting the functionality of the “products” in a systemic connection with others not mentioned therein components is guaranteed. The client is responsible for this function himself or can separately commission ecos systems to check system compatibility.

- 4) In the case of insignificant defects, the right to withdraw from the contract or to assert claims for damages is excluded. The right to assert a reduction remains unaffected.
- 5) The right to assert warranty claims is also excluded if the defect is caused by the intended use of the “products” as a result of normal wear and tear.
- 6) The client bears the burden of proof that ecos systems is responsible for the *defect* if the disruption is due to the client making changes to the “products” and/or the system environment without the consent of ecos systems, and the “products” were made improperly has used or repaired or the “products” have not been operated or maintained in accordance with the ecos systems guidelines.
- 7) The warranty period is 12 months from the time of the “transfer of risk” for the “products” . This does not apply to claims for damages if ecos systems caused the defect intentionally or through gross negligence, or the defect caused damage such as injury to life, limb or health and/or in cases where the damaging event also resulted in injury to a person Guarantee commitment lies. Claims arising from the breach of an obligation to make repairs also become time-barred from the time of transfer of risk. Claims under the Product Liability Act remain unaffected.
- 8) The client is responsible for any additional costs incurred by ecos systems as a result of the “products” being transported by the client to a location other than the above-mentioned headquarters of the client.

Part II – Maintenance of Products

§ 5 Subject of the contract

The object is to take over the maintenance of the “products” listed in the individual contract through the services listed in the individual contract.

§ 6 Performance times

The service times result from the respective individual contract.

§ 7 Place of performance and implementation

- 1) The place of performance for the maintenance of the “products” is the client’s business premises specified in the individual contract and the installation location specified there. If necessary, ecos systems is entitled to carry out maintenance work in one of its workshops; In this case, ecos systems will provide the client with a replacement device without a separate charge.
- 2) of the implementation of “products” at a place of performance other than that specified in the individual contract at least two months in advance. Every implementation of “products” must be carried out by ecos systems.
- 3) The client is obliged to inform ecos systems in writing of any planned implementation of “products” at a place of performance other than the originally agreed place of performance, for example as part of a relocation of the registered office. In this case , ecos systems will continue maintenance if this does not involve any increased effort, for example if the new installation location is within an area in which ecos systems already supports similar “products”. If the implementation affects the effort required to provide the service, ecos systems is entitled to make its consent to the implementation of the “products” at a place of performance other than the originally agreed place dependent on the payment of remuneration appropriate to the changed circumstances.
- 4) If the implementation results in additional effort that is unreasonable for ecos systems, ecos systems will refuse its consent in advance in writing. In this case, ecos systems' obligation to maintain the contractual devices affected by the implementation ends on the day of implementation. The client remains obliged to pay the remuneration until the end of the contract.
- 5) The inclusion of further “products” in the scope of this contract in the event of later system expansions requires a new written order confirmation.
- 6) The client is not entitled to make unauthorized changes or additions to “products”; Planned changes to the “products” must be announced to ecos systems in advance in writing. If, in the opinion of ecos systems, these have a significant impact on the maintenance

effort or if they are unreasonable for ecos systems, ecos systems will inform the client of this immediately and make a new offer at the client's request. If an agreement cannot be reached on this, the contract will continue unchanged until the end of the contract.

§ 8 Repair

- 1) The client is obliged to describe any errors that occur, the course of system failures, product failures and/or other problems (in short: "malfunctions") as precisely as possible. ecos systems eliminates reported faults within a reasonable period of time; After receipt of the error message, ecos systems informs the client when and within what time frame it will eliminate the reported fault. If a description that is comprehensible to ecos systems is not provided, ecos systems will point out the deficiencies in the error description to the client and provide a new time frame for correcting the error after the own analysis, if necessary, has been carried out.
- 2) If ecos systems is unable to make the "product" functional through repair within a reasonable period of time, it will procure a replacement device free of charge.
- 3) If correcting the error turns out to be more complex than expected, ecos systems is entitled to provide the client with a replacement or workaround solution.
- 4) The obligation to carry out repair work and to provide a replacement or workaround solution does not apply if the error or malfunction cannot be remedied or can only be remedied with unreasonable effort. An expense that would exceed the annual consideration under this contract by at least twice is considered unreasonable. In this case, ecos systems is entitled to extraordinary termination of the contract for good cause.
- 5) At the client's request, ecos systems offers the client's connection to their remote diagnosis and maintenance facilities; ecos systems will inform the client of the costs incurred for the installation of the technical equipment required for this upon request and will carry out the connection on the basis of a separate order and calculation. The provision of remote diagnosis and maintenance itself is carried out on the basis of the provisions of this paragraph and is included in the maintenance fee.

§ 9 Maintenance

- 1) The subject of maintenance measures is work that serves to maintain the functionality of the "products" through product care, as well as the replacement of defective or no longer safely functional wearing parts. Replaced wear and spare parts become the property of ecos systems.
- 2) As part of the agreed flat-rate maintenance fee, ecos systems also takes on any configuration or installation work that does not exceed 4 hours per month. ecos systems will report to the client any necessary configuration and installation work that would require additional time; In doing so, it makes the client - as far as possible and reasonable for him - an offer to take on the work, which specifies the service to be provided and the amount of hours and materials required and contains a non-binding cost estimate.
- 3) The obligation to maintain does not apply if this involves unreasonable work for ecos systems. The unreasonableness is indicated if the personnel costs required for the adaptation of the "products" in the year in which the adaptation service is to be provided are 10% higher than when the contract was concluded, the increased personnel costs cannot be compensated for by higher profits or other cost savings and At least one year has passed since the care service began. In such a case, the adjustment will only be made against appropriate additional compensation or the parties agree to terminate the contract.
- 4) Further adjustments to usage requirements that arise from the client's individual requirements are not part of the service owed under this provision unless they are listed in the individual contract.
- 5) The client can reject the service if it does not have the same compatibility and functionality as the replaced "products", i.e. if it deviates significantly from the agreed target condition in accordance with the service description agreed in the individual contract, to the disadvantage of the client. The right of rejection also applies if the change to the new "products" offered would entail unreasonable costs for the client, which would result directly from the change of the "products".
- 6) ecos systems carries out regular preventive inspections in accordance with the respective product manufacturer's regulations.

§ 10 Obligations of the client to cooperate

The client's obligations to cooperate arise from the respective individual contract.

§ 11 Acceptance

- 1) It is in the nature of things that for recurring services there is no repeated declaration of acceptance by the client. In these cases, completion takes the place of acceptance. The client will be informed by ecos systems by email or in another way in text form that ecos systems has provided certain services. It is the client's responsibility to find out within the deadlines agreed in the individual contract whether the services of ecos systems were provided properly. If the client does not make any complaints within the intervals set in the individual contract, the service by ecos systems is deemed to have been properly provided. Independent acceptance is only required if this is agreed between the contracting parties in the individual contract.
- 2) In cases where an acceptance must take place according to the provisions of the individual contract, the following applies: The acceptance must be recorded in writing or by email. If the client puts the services of ecos systems into operation without claiming any significant defects, this assumes the existence of an implied acceptance. However, ecos systems must inform the client of this separately in writing.

§ 12 Warranty for maintenance services

- 1) The following regulations apply to work contracts:
 - a) A service for which ecos systems offers the client a reasonable, equivalent alternative solution instead of correcting the defect is not considered defective. ecos systems is entitled to change the defective "products" for the purpose of repair, provided that the performance characteristics and operation of the "products" do not change for the client and there are no costs associated with the change.
 - b) If ecos systems does not succeed in correcting existing defects within a reasonable period of time, the client is entitled to assert the other warranty rights. There is no right to withdraw from the contract or claim damages unless the functionality of the "products" is significantly impaired.
 - c) The client is not entitled to correct errors himself and to demand reimbursement of the necessary expenses as long as ecos systems is willing to correct the error and the client can reasonably be expected to make further improvements.
 - d) Changes to the serviced "products" or the system environment mean that the client must prove that the disruption was caused by a *defect*. If this proof fails, the client will be billed for both the costs of carrying out the analysis phase and the costs of attempting to correct the "technical error". The applicable hourly and travel cost estimates from ecos systems must be used here.
 - e) Warranty claims expire twelve months from acceptance or completion of the service. This does not apply in cases in which an occurring defect in the service has caused damage to life, limb and health and/or the defect violates a guarantee promise and/or the damage is caused intentionally or through gross negligence. Claims under the Product Liability Act remain unaffected.
 - f) If it turns out that services provided by ecos systems are not covered by the warranty, the client will bear the costs, including any travel costs and expenses incurred, in accordance with ecos systems' general cost rates. If the client reimburses costs, the applicable hourly and travel cost estimates of ecos systems must be used.
 - g) At the discretion of ecos systems, supplementary performance can be carried out either through repair or through new delivery. The client is entitled to demand a specific type of subsequent performance if the other form of subsequent performance is unreasonable for him. The client is responsible for any additional costs incurred by ecos systems as a result of the "products" being transported by the client to a location other than the client's headquarters specified in the individual contract.

§ 13 Special regulations for remuneration

- 1) The flat-rate maintenance fee is based on the assumption that ecos systems has to spend at least 4 hours/person-days on repair work

and at least 4 hours/person-days on maintenance work. If this effort is undercut by more than 10% or exceeded by more than 10%, the agreed flat rate will be adjusted.

- 2) No compensation is payable for repair work for a period of one year from the installation and commissioning of the “products” by the client.
- 3) The maintenance fees are due annually in advance in one sum at the beginning of a contract year. At ecos systems' discretion, they can also be paid by direct debit.
- 4) After a period of two years after conclusion of the contract, increases of up to 5% per year are possible due to a general increase in the costs of the total care fees to be paid. The client will be informed at least three months before the increase comes into effect.
- 5) If ecos systems can prove that there was no maintenance or warranty claim in the case of reported errors or used maintenance services, the expenses for troubleshooting as well as ecos systems' services for troubleshooting will be borne by the client.
- 6) If both error corrections take place for the client that are covered by the flat-rate maintenance fee and those that are billed separately, the service reports from ecos systems employees and/or the incident documentation from ecos systems/customer support serve as the basis for billing.

§ 14 Contract duration and termination

- 1) The individual contract becomes effective when it is signed. Its term and the options for ordinary termination arise from the respective individual contract.
- 2) The right to extraordinary termination remains unaffected. If the client terminates the contract due to an important reason for which ecos systems is responsible, the maintenance fee already paid will be refunded pro rata.

Part III – Rental

§ 15 Subject of the contract

- 1) The object is the rental of the “products” listed in the individual contract.
- 2) The products are made available to the customer along with cellular communication for the term of the respective individual contract and additional services are provided that are related to the operation of the product. Details can be found in the respective individual contract
- 3) The regulations of Part 1 of these General Terms and Conditions § 2 Paragraphs 2 to 5 apply.

§ 16 Contract duration and termination

- 1) Individual contracts can only be terminated by either party after 12 months at the earliest. After this period has expired, each individual contract can be terminated at any time with three months' notice to the end of the year (December 31st). Both parties remain entitled to extraordinary termination.
- 2) Extraordinary termination
- 3) An important reason that entitles ecos systems to extraordinary termination exists in particular if
 - a) the customer is in arrears with more than two payments by more than 30 days each and there is no justification for the respective delay;
 - b) the customer does not fulfill one of the agreed obligations to cooperate as a duty incumbent on him, ecos systems has requested the customer to cooperate and the customer does not cooperate despite this request, so that the provision of the service by ecos systems is at risk or impossible.
- 4) If ecos systems is entitled to terminate for good cause, the right of termination applies to the contracts directly affected by the good

reason as well as to all indirectly affected contracts that ecos systems would not have concluded without the contract directly affected by the good reason.

- 5) Before termination for an important reason, this must be threatened in writing. The warning must be declared in writing and the customer must be given the opportunity to remedy the circumstances giving rise to the important reason within thirty (30) calendar days of receipt of the warning. However, a warning is not necessary if there are special circumstances that justify the declaration of extraordinary termination after weighing up the interests of both parties.

§ 17 Delivery and return of “products”

- 1) ecos systems delivers the “products” to the delivery location and at the times specified in the individual contract.
- 2) Checking the scope of delivery: The client is responsible for checking whether the “products” have been damaged during transport or whether parts are missing. This must be reported to ecos systems immediately. ecos systems will then immediately deliver a new one.
- 3) Before delivery of the “products”, the client must create the spatial and technical requirements that ecos systems communicates to him in a timely manner in the individual contract and which are necessary for the “products” to be ready for operation. These requirements arise from the respective individual contract.

§ 18 Use of the “Products”, transfer of use to third parties

The rental of the “products” is for the exclusive use of the client. The “Products” may only be used for the purposes specified in the individual contract. Without the permission of ecos systems, the client is *not* entitled to hand over the “products”, including the software provided under this contract, to a “third party”, in particular to rent or lend them. Use by the client's employees is permitted within the scope of the contractual use.

§ 19 Obligations of care and tolerance of the client

- 1) The client must treat the “products” with care and protect them from damage. He will ensure the proper use and proper operation of the “products” by sufficiently qualified personnel. The client will follow the maintenance, care and usage instructions of ecos systems, in particular the information contained in the operating manual and documentation provided, within the scope of what is reasonable for him. Identification of the “products”, in particular signs, numbers or inscriptions, may not be removed, changed or made unrecognizable.
- 2) The client allows ecos systems employees free access to the “products” for maintenance and repair work within normal business hours. The legitimate security interests of the client must be protected.

§ 20 Changes to the “Product”; Change in the location of the “products”

- 1) ecos systems is entitled to make changes to the “product” provided these serve to preserve it. Measures for improvement may only be undertaken if they are reasonable for the client and this does not affect the contractual use of the “product”. ecos systems must inform the client of any corresponding measures in good time in advance.
- 2) Changes and additions to the “products” by the client require the prior consent of ecos systems. This applies in particular to attachments or installations as well as the connection of the “products” to other devices, IT systems or networks. If the “products” are returned, the client will restore the original condition at the request of ecos systems.
- 3) The provisions of Section 7 of these General Terms and Conditions apply.

§ 21 Repair and maintenance services

The statements made in Sections 8 to 10 and in the individual contract apply.

§ 22 Warranty

- 1) "Defects" will initially be remedied at ecos systems ' discretion through free repairs or replacement delivery.
- 2) The regulations of § 12 paragraph 1 lit c and d apply.
- 3) The client is obliged to report defects in the "product" to ecos systems immediately . He will take ecos systems' advice on fault analysis into account to the extent that is reasonable for him and forward all the information he has that is necessary to eliminate the defect to ecos systems.
- 4) Warranty claims expire 12 months from the time at which the client became aware of the existence of a defect in the "product" or from the time at which the client would have become aware of the circumstances of the defect and reported it without gross negligence. This does not apply in cases in which the defect caused damage to life, limb or health and/or in cases in which the "defect" was caused by gross negligence or intentionally . Claims under the Product Liability Act remain unaffected. Claims that arise from a violation of the obligation to make improvements expire, subject to the reservation described above, 12 months after the moment of knowledge or grossly negligent ignorance of the damaging event.

§ 23 Rights of use of the software

For the term of the respective individual contract, the client receives the non-exclusive and revocable right to "use" the software used as part of the rented "products" or to carry out the managed services for his own use within the scope of his business operations, i.e. he receives the right to install the provided software and load it into the RAM. The right is transferred for a limited period of time for the duration of the respective individual contract and, like the number of usage rights, results from the respective individual contract.

§ 24 Return of the products

- 1) Upon termination of the contractual relationship, the client must return the "products" to the provider in proper condition.
- 2) When the "products" are returned, a protocol is created in which any existing damage and defects in the "products" are recorded. The client must reimburse the costs of restoration in the event of damage or defects for which he is responsible.
- 3) Unless otherwise agreed in the individual contract, the client bears the costs for dismantling, packaging and return transport of the "products".

Part B – Sale, Maintenance of software

These General Terms and Conditions are included when software is purchased or maintenance contracts (release contracts) are concluded for the software and these General Terms and Conditions are included in the individual contracts.

§ 1 Contract components and special definitions

The contract components are in this order:

- l) The “individual contract” that regulates services, technical requirements, prices, etc.
- m) The appendices of the “individual contract”.
 - a. Attachment SLA: [optional] Service Level Agreement
 - b. SYS: System environment
- n) These Terms and Conditions Sales and maintenance of software
- o) The provisions of the general terms and conditions of the framework agreement including their appendices.

In addition to the definitions of the framework agreement, the following provisions apply:

- p) “Delivery”: is the handover or provision of the software or “releases” to the client. Delivery has taken place when the client has received documents with the necessary information that enable him to download the software.
- q) “Individual software”: is the “software” created or processed for the “client”.
- r) “Release”: is the generic term for “Updates” and “Upgrades”.
- s) “Release contract”: is the contract under which updates or upgrades are delivered to the client.
- t) “SLA”: (Service Level Agreement) are the regulations that regulate the processes in the event of “disruptions” or “technical errors”.
- u) “Standard software”: is the “software” that was not created or processed for the “client”.
- v) “Software”: is used as a common term for “standard software” or specially adapted “custom software” manufactured or supplied by ecos systems.
- w) “Fault”: is the generic term for a malfunction of the “software”, which is qualified as a “defect” or a “technical error”.
- x) “System”: is the client’s technical system on which the “software” or “hardware” is to be operated: The client’s “system” usually consists of hardware, operating system software, firmware, virus scanners, etc.
- y) “ System environment ”: are the technical surrounding systems, such as interfaces, operating system, etc., which are required for the proper operation of the “software”. The required “system environment” is described in the respective **SYS appendix**. This can be seen from the respective individual contract. The system environment may change from release to release. This will be announced in the release notes for the releases.
- z) “ Support work ”: is work within the scope of Section II of the applicable framework agreement, through which an attempt is made to eliminate the “technical error” that has occurred or to implement an acceptable workaround.
- aa) “Technical Change”: means changes to the “software” or the “system environment”.
- bb) “ Updates ”: serve to maintain the functionality of the standard software to the extent agreed in the contract. Updates are delivered as part of the rental or release contract.
- cc) “Upgrades”: serve to expand the functions of the standard software.
- dd) “ Conclusion of contract ”: is the signing of the respective individual contract by both parties.

ee) "Version ": is the release status of the "Software".

§ 2 Individual contract

- 1) The subject matter of the contract is exclusively the services and products specified in the individual contract with the properties, features, intended uses and possible uses specified in the functional description and the "documentation".
- 2) The functionality of the software is guaranteed for the unchanged software in the specified system environment.
- 3) the subject of the contract with express written confirmation from ecos systems if it is documented at least in text form in the individual contract and must be paid for separately in accordance with the agreed price list.

§ 3 Delivery times, force majeure

"Delivery" takes place at the times specified in the respective individual contract.

§ 4 Compensation; The client's rights of retention; On Bill

- 4) The amount of remuneration depends on the individual contract. All payment modalities such as partial payments, discounts, discounts, etc. are regulated in the individual contract. The same applies to travel costs and expenses.
- 1) All prices are net prices and must be paid plus the applicable VAT.
- 2) ecos systems reserves the right to assert rights of retention against the client in the event of payment arrears from the same contractual relationship of the individual contract . The client will be given a corresponding warning about the availability of the "software" if ecos systems reserves the right to use the "software" and makes it dependent on payment of the outstanding items. Alternatively, in the event of payment arrears, the client can also telephone and/or or be notified by post of the blocking of the "software" in the event of non-payment of outstanding items.

§ 5 Rights of use of the "software"

- 1) The client receives the number of usage rights to the standard software specified in the individual contract, which entitle him to temporarily or permanently reproduce the software. Additional contractual regulations may apply to the software from third-party manufacturers, which result from the respective EULA (EndUserLicenceAgreement ó terms of use for end users). Rights of use other than those explicitly stated here are not transferred to the client.
- 2) If the client installs new "releases" which replace previous ones provided to him by ecos systems as part of the fulfillment of a release contract, the right to use the replaced releases expires 2 weeks after their "delivery" and installation.
- 3) Parts of the software are based on free and open source modules. The license conditions for these modules and the resulting consequences for the client are available on the ecos systems website.

§ 6 The client's obligations to cooperate and provide information

- 1) The client's obligations to cooperate arise from the respective individual contract. The obligations to cooperate are main performance obligations that are in synallagm with the performance obligation of ecos systems.
- 2) If the client violates his obligations to cooperate, ecos systems is not obliged to provide the service. In the event of repeated or serious breaches of duty, ecos systems is entitled to terminate the individual contract within a period of one month. The contractual relationship ends at the end of the following month.

§ 7 Functional test

After completing the installation of the “Software”, the parties carry out a functional test. If defects that prevent acceptance still exist after the test, the provisions of Section 7 of the applicable general terms and conditions framework agreement apply with the provision that the rights mentioned therein to assert reductions in price, compensation for damages or withdrawal may only be asserted after the repair has failed. This does not apply if the “software” is only delivered and installed by the client himself.

§ 8 Warranty for new “software” and “upgrades”

The following regulations apply to the warranty for “standard software” or upgrades:

- 1) ecos systems is entitled to change defective “software” for the purpose of improvement, provided that the performance characteristics and operation of the “software” do not change for the client and there are no costs associated with the change for the client. This happens in particular through the delivery and installation of new “upgrades”. If the client has not concluded a “support contract” with ecos systems, the client must pay for the new installation and configuration of the “releases”.
- 2) If ecos systems does not succeed in correcting existing defects within a reasonable period of time, the client is entitled to assert warranty rights. There is no right to declare withdrawal or to claim damages unless the functionality of the “software” is significantly impaired.
- 3) Warranty in the event of a “technical change”
 - a) If the client (or a third party/named in the client's individual contract) makes a "technical change" to which ecos systems has not expressly agreed, it is the client's responsibility to prove that the resulting "malfunction" is a "defect" and not a "technical error". "is to be qualified.
 - b) If there is a “technical error”, the client bears the costs of analyzing the fault. The same applies in the event of avoidable incorrect operation.
 - c) If there is a “technical error” and a support SLA has been completed, ecos systems will attempt to eliminate the “technical error”. The amount of remuneration can be specified in an individual contract. If no regulation is documented in an individual contract, the remuneration is based on the current price list. The duration of the services must be agreed between the parties.
- 4) Warranty claims for delivered “standard software” and/or upgrades expire twelve months from “delivery”. This limitation period does not apply in cases in which an occurring defect has resulted in damage to life, limb or health and/or the defect violates a guarantee promise and/or the defect is caused intentionally or through gross negligence. Claims under the Product Liability Act remain unaffected. Claims arising from the breach of an obligation to make repairs become time-barred from the moment of “delivery”.

§ 9 Liability

Liability is based on Section 9 of the framework agreement,

Part II – Maintenance or Release Agreement

§ 10 Releases

- 1) Delivery of “updates”
 - a) safety instructions

The large number of possible combinations requires uncertainty factors that cannot be assessed in advance, so that proper functioning of the “standard software” delivered to the client as part of this release agreement can only be guaranteed in a contractually agreed or previously tested “system environment”. The current ecos systems instructions [care instructions]

regarding the “system environment”, which are named in the SYS appendix, must be strictly observed. This appendix is included in the documentation for the individual “releases”.

b) Performance

ecos systems will adapt the maintained programs to changing legal or technical standards within a reasonable period of time and in accordance with the individual contract during the term of the individual contract and, if applicable, during the period of the warranty from this contractual relationship. The maintained programs are also adapted to the versions of the required software environment specified in the SYS attachment. Obligations of ecos systems that arise from the fact that ecos systems is legally obliged to provide support services that enable the client to fulfill its obligations under the GDPR are excluded. Such services, as well as all other services that ecos systems must provide to the client in accordance with the GDPR, will be billed at cost. Details can be found in the current price list.

Further adjustments to usage requirements that arise from the client's individual requirements are not part of the service owed under this provision, but must be ordered separately.

ecos systems can determine at its reasonable discretion whether the program-technical services will be provided by delivering new “standard software” or by informing the client's staff about entering program changes or by changing program parameters.

The client can reject the service if it does not have the same compatibility and functionality as the replaced program. The right of rejection also applies if switching to the error-free version offered would entail unreasonable costs for the client, which would result directly from switching to the “standard software”.

c) Performance limits

There is no obligation to deliver “software” that ensures compatibility with any “system environment” available to the client. The same applies if the client wants to change his existing system environment, unless this is clearly necessary for reasons of IT security.

d) process

Only “software” is delivered that ensures compatibility with the “system environment” specified in the individual contract. There are software versions of the system environment that do not appear to be technically sufficiently mature. Therefore, ecos systems will announce at the beginning of a calendar year when it will produce and deliver which releases for the “standard software” to be maintained, which will ensure compatibility with the changed “system environment”. Details are regulated by the respective individual contract.

e) Default

Claims to the delivery of “updates” only exist after ecos systems has sufficiently tested and evaluated its own “standard software”. Claims due to delay can only be asserted with regard to the release plan published by ecos systems for each calendar year, otherwise for separately agreed delivery dates. The software is “delivered” to the client in the manner described in the individual contract.

f) Cost limit

The obligation to deliver new, compatible “standard software” also no longer applies if this involves unreasonable costs for ecos systems, i.e. if the flat rate agreed in the individual contract is no longer sufficient. The unreasonableness is indicated if the costs required to adapt the program have increased by at least 10% in a period of 24 months from the time of entering into the contract or the time of the last increase in the flat rate and the increased costs are not due to higher profits or other cost savings can be compensated for. In such a case, ecos systems is entitled to the parties entering into discussions about adjusting the remuneration or performance. If such discussions do not take place or do not lead to a consensus within a period of 3 months, ecos systems has the right to terminate the individual contract with a notice period of 6 months.

g) End of life:

Some of the “standard software” supplied by ecos systems as well as the “software” provided by other manufacturers and named in the individual contract have existed for several years. It is not possible to “deliver updates” for any older versions of this “standard software”. “Updates” are delivered to the client for a “release status” that was made available to the client 36 months previously. ecos systems will announce the termination of the delivery of “updates” with a notice period of at least 24 months. Deviations from this regulation are possible in individual cases depending on the announcements of the respective manufacturers. Termination can occur in isolation from the other services in the contract.

If, after this period has expired, the client wishes to use “standard software” whose maintenance is no longer offered on the market as standard by ecos systems, the maintenance of this “standard software” is no longer covered by the maintenance fee but must be agreed separately.

2) Delivery of “upgrades”

a) Services

ecos systems provides the client with “upgrades” of the originally delivered “standard software” after they have been released by ecos systems and unless otherwise specified below.

If the operation of the program changes or new functions are added, the operating instructions for the program will also be updated. This is available in the form of online help. In principle, the client has the opportunity to make suggestions for possible further developments. ecos systems will seriously consider the client’s suggestions. However, there is no entitlement to the realization/implementation of these suggestions.

b) Benefit limits and services not included

The statements made above under “Performance limits” and “Cost limits” apply.

c) End of life

Some of the “standard software” supplied by ecos systems as well as the “software” provided by other manufacturers and named in the individual contract have existed for several years. It is not possible to “deliver upgrades” for any older versions of this “standard software”. Upgrades are delivered to the client for a “release level” that was made available to the client 18 months previously. ecos systems will announce the termination of the delivery of “upgrades” with a notice period of at least 12 months. Deviations from this regulation are possible in individual cases depending on the announcements of the respective manufacturers. Termination can occur in isolation from the other services in the contract.

d) Default

Default occurs if ecos systems does not “deliver” the “standard software” to the client within a period of 6 months after it has been completed and released by ecos systems.

§ 11 Additional regulation on remuneration

- 1) The agreed flat rate for the provision of the services mentioned under Section 10 is due in advance in one sum at the beginning of the agreed billing period.
- 2) The obligation to pay begins at the moment when the client can productively use the “standard software” specified in the individual contract, i.e. in the case of the provision of the “standard software” with delivery, in the case of the delivery of adapted “standard software” with its acceptance.
- 3) ecos systems is entitled to a reasonable increase in the agreed flat rate, but not more than 2.5% from the time the contract is entered into, or 12 months from the time of the last increase, provided that the increase in costs is reasonable for the client.

§ 12 Guarantee for “updates”

The following regulations apply to guaranteeing “updates”:

- 1) ecos systems is entitled to change defective “updates” for the purpose of improvement, provided that the performance features and operation of the “standard software” do not change for the client and there are no costs associated with the change. This happens in particular through the delivery and installation of new “updates”. If the client has not concluded a “support contract” with ecos systems, the client must pay for the new installation and configuration of the “releases”.
- 2) If ecos systems does not succeed in correcting existing defects within a reasonable period of time, the client is entitled to assert warranty rights. There is no right to declare withdrawal or to claim damages unless the functionality of the “software” is significantly impaired.
- 3) Warranty in the event of a “technical change”
 - d) If the client (or a third party/named in the client's individual contract) makes a "technical change" to which ecos systems has not expressly agreed, it is the client's responsibility to prove that the resulting "malfunction" is a "defect" and not a "technical error". “is to be qualified.
 - e) If there is a “technical error”, the client bears the costs of analyzing the fault. The same applies in the event of avoidable incorrect operation.
 - f) If there is a “technical error” and a support SLA has been completed, ecos systems will attempt to eliminate the “technical error”. The amount of remuneration can be specified in an individual contract. If no regulation is documented in an individual contract, the remuneration is based on the currently valid price list. The duration of the services must be agreed between the parties.
- 4) Warranty claims for delivered “updates” expire twelve months from “delivery” or completion. This limitation period does not apply in cases in which an occurring defect has resulted in damage to life, limb or health and/or the defect violates a guarantee promise and/or the defect is caused intentionally or through gross negligence. Claims under the Product Liability Act remain unaffected. Claims arising from the breach of an obligation to make improvements become time-barred from the point in time stated in §3 Paragraph 4.

§ 13 Warranty for “upgrades”

The warranty for “upgrades” is based on Section 8.

§ 14 Contract duration, termination

- 1) The individual contract becomes effective when it is signed. Its term and the options for ordinary termination arise from the respective individual contract.
- 2) The right to extraordinary termination remains unaffected. If the client terminates the contract due to an important reason for which ecos systems is responsible, the maintenance fee already paid will be refunded pro rata.

Part C – Cloud Services

These General Terms and Conditions are included if “products” or “software” are rented via the cloud and these General Terms and Conditions are included in the “individual contracts”.

§ 25 Contract components and special definitions

The contract components are in this order:

- a) The “individual contract” that regulates services, technical requirements, prices, etc.
- b) The appendices of the “individual contract”.
 - i. SLA incident response and availability
- c) These Terms and Conditions Part C Cloud Services
- d) The provisions of the general terms and conditions of the framework agreement including their appendices.

Definitions : In addition to the provisions of the framework agreement, the following definitions.

- e) “Order processing”: Is order processing in the legal sense. The required documentation can be found in the respective individual contract.
- f) “Third party”: Anyone else to whom ecos systems does not grant any rights to use the “software”.
- g) “Documentation”: operating instructions for the “software”. This, like the “software” on the ecos systems server, is always made available to the client online in the latest version.
- h) “Individual contract”: The individual contract document that reflects the individual contract concluded between the client and ecos systems. The contract consists of the respective individual contract including its appendix(s) and these General Terms and Conditions.
- i) “Node point”: Interface or the transfer point from the respective ecos systems data center to data networks or data networks that are not legally assigned to ecos systems, such as in particular the Internet or the client’s data networks.
- j) “Platform”: The platform is the system on which the client’s application data created with the “software” is stored. The “software” together with the platform is referred to as the “technical system”.
- k) “Release”: Generic term for new software versions that are made available to the client.
- l) “Software”: The term describes the sum of “standard” and “custom software”.
- m) “Standard software”: The “software” created or subsequently created independently of a contractual relationship with the client.
- n) “Technical system” or “product”: The generic term for combinations of “software” and provided hardware. The individual components of the respective “technical system” are described in the respective individual contract and its appendices.
- o) “Update”: “Update” refers to a program version developed to correct or circumvent “technical errors”, which is made available to the client by ecos systems. The goal of an “update” is to provide a fault correction as quickly as possible. Each “update” can be clearly identified by its version number. An “update” can only be installed on a clearly named “upgrade”.
- p) “Upgrade”: “Upgrade” means a new program version that contains an increase in performance and/or functionality compared to the previous program version of the software. “Upgrades” are made available to the client by ecos systems after they have been approved by ecos systems.

§ 26 “Availability”, backup and maintenance windows

- 1) The “availability” of the “software” or the “technical system” is the period of time during which the client can use the “technical

system” as agreed.

- 2) During the time periods specified as backup and maintenance windows, ecos systems does not guarantee the availability of the “technical system” to the agreed extent, but functional restrictions or unavailability may occur.
- 3) The statements made in the SLA under § 3 regarding availability do not concern the periods in which the “technical system” is not available due to causes of force majeure.

§ 27 Performance obligations of the client

- 1) The client will support ecos systems by fulfilling the performance obligations specified in the respective individual contract.
- 2) If the obligations stated in the service note are not fulfilled, the client will be in default of acceptance.
- 3) If there are any disruptions when using the product, the customer will immediately inform ecos systems of these disruptions. The customer's fault notification must contain the following information:
 - Customer Name,
 - Current contact person and availability
 - Place of performance (street, number, zip code, city),
 - Serial number or number of the first valid order confirmation
 - Description of the disorder (sporadic or permanent),
 - Performance impairment
- 4) For the duration of the contractual relationship, the customer must always name someone authorized to make legal declarations, including a representative. Likewise, a technically competent contact person and deputy must be appointed at all times for the duration of the contractual relationship.
- 5) The customer is obliged to provide the measures required for LTE/4G (radio communication) between the technical system and the cloud server and not to change them during the term of the respective individual contract. Details can be found in the respective individual contract. If in doubt, an internet connection must be ensured as redundancy.
- 6) Before ecos systems begins the service owed, the customer must ensure that it has a complete and up-to-date data backup.

§ 28 Compensation

- 1) The amount of the remuneration depends on the respective individual contract and is to be paid without deductions in the manner regulated there. The amounts stated there are net amounts.
- 2) Ongoing costs apply from the moment the “technical system” is available in the case of rental or the provision of the respective “managed services”.
- 3) ecos systems is entitled to change the fee level by an appropriate amount, but a maximum of 2.5%, 12 months from the time of entering into the contract or the time of the last increase, on the condition that this increase is reasonable for the client and the client has been communicated in writing at least six weeks before the change comes into force.
- 4) The client is also obliged to pay the usage fee that arises from the authorized or unauthorized use of access by “third parties” to the “technical system”, unless he is not responsible for the use. The client is responsible for proving that he is not responsible for the use.

§ 29 Liability

The provisions of Section 9 of the framework agreement apply.

§ 30 Contract duration and termination

- 1) In principle, the beginning and ordinary termination options for the respective contractual relationship arise from the respective individual contract.
- 2) Unless otherwise agreed in the respective individual contract, the following applies: The respective individual contract is concluded for an unlimited period of time. Unless one of the two “contractual parties” terminates the contract in writing three months before the respective end of the term, the agreement is tacitly extended by a further 12 months and the period until December 31st of the year in which the contract would be terminated without extension. The following terms then begin on January 1st. and end on December 31st. of a year.
- 3) The right of each contracting party to terminate the respective individual contract extraordinarily and without notice if there is good cause remains unaffected. There is an important reason for ecos systems in particular in every case in which
 - a) the client is in default within a period of more than three months;
 - b) the client is insolvent or insolvency proceedings have been opened against his assets or the application to open insolvency proceedings has been rejected due to a lack of assets; However, after an application to open insolvency proceedings against the client's assets, ecos systems may not terminate the contract due to a delay in the payment of remuneration that occurred in the period before the application for opening or due to a deterioration in the client's financial circumstances;
 - c) the client violates essential contractual obligations and does not immediately remedy this violation even after a warning or notification that the content has been blocked by ecos systems.

Part II

§ 31 Subject of the contract: rental of the platform

- 1) The platform specified in the respective individual contract, i.e. the hardware in combination with the “software” specified in the respective individual contract, is rented to the client. The interface to public data networks such as the Internet specified in the respective individual contract is also rented. The necessary supply services (e.g. electricity, cooling, etc.) for the operation of the rented “technical systems” are also provided.
- 2) The platform is the system on which the client's application data created with the “software” is stored. The software, together with the platform, is referred to as a technical system.
- 3) ecos systems will maintain and repair the “technical systems” during the term of the respective individual contract. “Availability” and maintenance windows can be found in the respective individual contract or its appendices.
- 4) The expansion of functions of the rented “technical systems” in general or the maintenance of compatibility with changing factual or technical requirements of the client is not the subject of the services owed.

§ 32 Subject of the contract: rental of the “standard software”

- 1) ecos systems rents the “standard software” to the client. The service description is part of the individual contract. Only those functions that are expressly documented in the service description and those functions that are not expressly mentioned but are absolutely necessary for technical reasons for the intended use of the “standard software” are owed. No further functional requirements than those mentioned above are required.
- 2) The right is transferred in accordance with Section 69c No. 4 UrhG, which enables the client to provide a numerically limited number of users with simultaneous access to the “standard software” via public data networks. The right is transferred in the number indicated in the individual contract, limited in time to the duration of the individual contract and regionally for the territory of the Federal Republic of Germany. No further usage rights are transferred.

§ 33 Updating the “standard software”

1) Delivery of “standard software” to establish compatibility

h) safety instructions

These can be seen from the respective individual contract.

i) Performance

ecos systems undertakes to provide “standard software” that ensures compatibility with the “system environment” that corresponds to the respective state of the art.

The “standard software” is also adapted to legal requirements within the scope agreed in the individual contract. If a corresponding agreement does not exist, ecos systems has no obligation to adapt the software outside of the normal release cycles of 6 months.

Furthermore, further adjustments to usage requirements that arise from the client's individual requirements, such as in particular to ensure compatibility with the "individual software", are not part of the service, unless otherwise agreed in the respective individual contract.

j) Process for customization

i) Technical adaptation to a changed “system environment”

Only “standard software” is provided that ensures compatibility with the “system environment” specified in the individual contract. The prerequisite is that ecos systems is expressly obliged to ensure compatibility. There are software versions that do not appear to be technically sophisticated enough. The client has no right to adapt the “standard software” if the use of the old version of the “standard software” is reasonable for the client and establishing compatibility would lead to a large number of problems, the solution of which would result in unreasonable costs for ecos systems would have.

ii) Changes in the law

Only “standard software” is provided, the use of which ecos systems believes is legally compliant. It is the responsibility of the client to check whether the application he is using the software is legally compliant.

If the change in the legal application of a specific public institution (authority or court) results in the need to change the “standard software” and ecos systems proves that a different interpretation of the standards is also permissible, the client has no right to the “Standard software” must be changed as part of the flat-rate rental fee if the change would lead to unreasonable consequences for the majority of ecos systems' clients. Corresponding requirements of the client must be agreed upon separately by means of a “change”, unless corresponding changes could be implemented by changing the parameters of the “standard software”.

Furthermore, within the scope of the rental agreement, ecos systems is not obliged to check the legal situation or application of law in the respective regions in which the client operates. If the client provides information about a change in the legal situation, ecos systems will check whether and, if necessary, at what point in time the “standard software” needs to be changed.

iii) Technical changes

Unless otherwise agreed, the client has no right to changes to the “standard software” within the framework of the respective individual contract. The “standard software” will be updated technically at ecos systems' own discretion. As part of the user groups, the client has the opportunity to make suggestions for possible further developments. ecos systems will seriously consider the client's suggestions. However, there is no entitlement to the realization/implementation of these suggestions.

iv) Individual software

Due to the imponderables that arise from establishing the compatibility of “Individual Software” and “Standard Software” with regard to the workload and associated costs, the “Individual Software” cannot be adapted within the

scope of the rental agreement. ecos systems recognizes the general obligation to adapt the "individual software".
Unless the parties agree to carry out a change procedure, the adjustment will be billed at cost.

k) Performance limit

The obligation to deliver new, compatible software also no longer applies if this is for ecos systems is associated with unreasonable costs. The unreasonableness is indicated if the personnel costs required for the adaptation of the standard software in the year in which the adaptation service is to be provided are 10% higher than when the contract was concluded, the increased personnel costs cannot be compensated for by higher profits or other cost savings and since then At least one year has passed since the start of the rental agreement. In such a case, ecos systems is entitled to the parties entering into discussions about adjusting the remuneration or performance. If such discussions do not take place or do not lead to a consensus within a period of 3 months, ecos systems has the right, apart from other agreements , to terminate the contract with a notice period of 6 months.

2) Delivery of improved software

ecos systems provides the client with "upgrades" of the "standard software" after they have been released by ecos systems and unless otherwise specified below. These "upgrades" contain extensions and improvements to the "standard software". However, there is no right to improvement.

3) operation manual

If the operation of the "standard software" changes or new functions are added, the operating instructions for the program will also be updated.

§ 34 Special regulations for testing "standard software"

- 1) "Software" is provided on a test basis free of charge. The "software" is therefore loaned for the term of the contracts. No warranty is given. The client is responsible for independently backing up the data.
- 2) The purpose of providing the "software" for testing during the test phase is so that the client can convince himself of the quality of the "software". The software may neither be used by the client for commercial purposes nor left to third parties for commercial purposes.

§ 35 Warranty

ecos systems assumes the warranty for the "technical system" in accordance with the following regulations:

- 1) If the client changes the "software" or the "system environment", he bears the burden of proof that a "defect" exists.
- 2) "Defects" will initially be remedied at ecos systems' discretion through free repairs or replacement delivery.
- 3) The client is not entitled to eliminate "defects" himself and to demand reimbursement of the necessary expenses, provided ecos systems is willing and able to provide the service.
- 4) The client is obliged to report defects in the "technical systems" to ecos systems immediately. He will take ecos systems' advice on problem analysis into account within the scope of what is reasonable for him and forward all the information he has that is necessary to eliminate the defect to ecos systems.
- 5) Warranty claims expire 12 months from the time at which the client became aware of the existence of a defect in the "technical system" or from the time at which the client would have become aware of the circumstances of the defect and reported it without gross negligence. This does not apply in cases in which damage to life, limb or health was caused due to the "defect" and/or in cases in which the defect arose through gross negligence or intent and/or as a result of a breach of a guarantee . Claims under the Product Liability Act remain unaffected. Claims that arise from a violation of the obligation to make improvements expire, subject to the reservation described above, 12 months after the moment of knowledge or grossly negligent ignorance of the defect.

§ 36 License Terms

- 1) For the term of the respective individual contract, the client receives the non-exclusive and revocable right to “use” the rented “software” for his own use as part of his business operations, i.e. he receives the right of access via public data networks from places and at times of his choice . Access to the rented “software” may only be made available to “third parties” for commercial use with the express consent of ecos systems. The right is transferred for a limited period of time for the duration of the respective individual contract, which, like the number of simultaneous access and usage authorizations, results from the respective individual contract. The subject of these regulations is the rented “software” in the current version at the time the contract is concluded, including all “releases” that are necessary to maintain the functionality of the “software”.
- 2) License terms for hosting: If the client rents firmware, operating systems, firewalls, virus scanners and other products, the transfer of usage rights is governed by paragraph 1. If there are special restrictions according to the general terms and conditions of the respective manufacturer, the respective EULAs (EndUserLicenceAgreement ó terms of use for end users) will be made available to the client upon conclusion of the contract and are therefore part of the contract.
- 3) The regulations for the transfer of usage rights that were made between the parties for “standard software” also apply to “custom software”. According to the specifications of the individual contract, the parties can make an agreement according to the content of which ecos systems' named competitors of ecos systems will not receive the “individual software” for a period of 12 months, calculated from the time of acceptance (work contract) or transfer (service contract). made available for commercial purposes.

§ 37 Place of fulfillment

The place of performance and the place of fulfillment arise from the respective individual contract.