Part I – General Provisions

§ 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 Sales, rental and maintenance of products
   - Part B Sales and maintenance of software
   - Part C Cloud Services

   d)   The attachments to the framework agreement

   - Annex DPA: Regulations on order processing
   - Annex HBV: [optional] Limitation of liability agreement
   - Appendix SLA   [optional] SLA

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 objection of limitation.

§ 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. You have therefore concluded an agreement on order processing. **Annex DPA** is attached to this contract and applies directly to all services provided in connection with the individual contract.

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 the 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 finally transferred, the client's right to continue using the "software" expires when the reservation is asserted, 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.

2)   According to the GDPR, ecos systems is obliged to disclose subcontractors. By concluding an individual contract for its term and a period of 12 months beyond that , the client undertakes to avoid a contractual penalty to be paid for each case of infringement, the amount of which is to be determined by ecos systems in each individual case and the amount is determined by the respective competent regional court at the request of the client, subject to reviewable contractual penalty, in any case not less than 5,000.00 euros and not more than 25,000.00 euros, to refrain from concluding a contract with the subcontractor named in each case for the provision of contractual services.

§ 12   data protection

1)   The agreements between the contracting parties on data protection are regulated separately in the **DPA appendix** .
2)   If desired, the parties may enter into a separate non-disclosure agreement **(NDA)** .

§ 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 work contracts

If the content of the ecos systems service is to be qualified as work performance, the following regulations apply:

1) Acceptance takes place in accordance with the provisions of the individual contract. Acceptance must be recorded in writing or by email. If the client puts the ecos systems service into operation without asserting any significant defects, this assumes the existence of implied acceptance. However, ecos systems must inform the client of this separately in writing. For certain routinely repeated services, completion takes the place of acceptance.

2) The warranty initially takes place through subsequent fulfillment. For this purpose, it chooses to provide the client with a new, defect-free level of performance or to eliminate the defect; It also counts as elimination of the defect if ecos systems provides replacement solutions through delivery or other services that avoid the effects of the defect if their use is reasonable for the client.

3) If a number of subsequent fulfillments appropriate to the severity of the defect fail and these are not carried out within a reasonable time, the client is entitled to assert further warranty claims. The right to assert withdrawal due to the existence of an insignificant defect is excluded.

4) The right to substitute performance is excluded.

5) The warranty period is 12 months and begins with acceptance of the agreed services. The limitation period for claims for damages is 12 months. With regard to damage resulting from injury to life, limb and/or health and/or the violation of a guarantee promise and/or caused by gross negligence or intentionally, the statutory provisions on limitation remain

unaffected. Claims for reimbursement of expenses expire under the same conditions. Claims arising from a violation of claims for subsequent improvement become statute-barred from the moment of acceptance.

§ 16 Regulations for service 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.

§ 17 Hotline

In accordance with the respective individual contract, ecos systems provides brief telephone advice in the event of technical errors, application problems or other cases of difficulties in connection with the program sequences of the "products" provided. Care tasks are carried out Monday to Friday from 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m. No hotline is operated on Saturdays, Sundays and German public holidays (the holiday regulations of the state of Bavaria apply). The Berlin 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.

ecos *systems*

§ 18 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". 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 appendix**. In these cases, however, you are not responsible for successfully eliminating the "technical error".