



SVA System Vertrieb Alexander GmbH

General Terms and Conditions

Version October 2020

Preamble

The SVA System Vertrieb Alexander GmbH, Borsigstraße 26, 65205 Wiesbaden (hereafter "SVA"), is one of Germany's leading system integrators in the field of data centre infrastructure. SVA's corporate goal is to combine the respective manufacturers' high-quality IT products with SVA's expertise and flexibility.

In this context, SVA offers its customers the option to purchase hardware and software from different producers, from and through SVA, installation and start-up services, general consulting and customer support services, training for employees and customers, as well as the rental of devices, storage, or software licenses. SVA also offers the sale and maintenance of software programmes developed by SVA, as well as project management.

Chapter A of these General Terms and Conditions ("GTC") forms the legal framework for the delivery and performance of all services, while the following chapters contain specific regulations for the respective service types. There are, therefore, special regulations for the purchase of proprietary and non-proprietary SVA hardware and software products, services, installation and start-up, as well as for training and rental services. These special conditions can be found in the separate Terms and Conditions in Chapters B – G. Chapter A of these General Terms and Conditions also applies as a legal framework for Chapters B – G.

A. General section

§1 Scope

- (1) The regulations in these SVA GTC contain the conditions that apply exclusively to the customer and SVA for the customer's use of the services, if these are not altered by individual agreements between the parties. The conditions under Section A apply to all SVA services. The special conditions under Sections B to G apply additionally to the respective individual services. Contracts are concluded exclusively with business customers, i.e. companies as defined in § 14 of the German Civil Code (BGB). No contracts are concluded with consumers as defined in § 13 BGB.
- (2) The SVA GTC apply exclusively. SVA does not recognise customer GTCs that contradict or deviate from or supplement these GTC, unless SVA first expressly accepts their validity in writing.

§2 Contract conclusion

- (1) A customer order constitutes a binding offer, which SVA can accept within three weeks by sending an order confirmation or delivering the merchandise. By placing the order, the customer accepts these and any other applicable GTCs. The contract, based on SVA's offer, is concluded only when the customer receives a written order confirmation from SVA (including by fax). The provisions are defined by the content of this confirmation.
- (2) The order confirmation describes the service features of the service object conclusively. Offers previously issued by SVA – in particular regarding technical description, quantity, price, and delivery time – are non-binding.

§3 Deliveries, service schedule

- (1) Adherence to delivery times/deadlines for providing services agreed in writing presupposes that the customer provides all the necessary information and payments for delivery/provision of services on time and, in particular, fulfils their duties of cooperation or payment. Otherwise, the delivery time/deadline for providing the service extends accordingly.
- (2) SVA is entitled to perform partial deliveries/services if this is reasonable for the customer.
- (3) Delivery times/deadlines are contingent on SVA receiving the correct merchandise, without defects, complete, and on time. Events of any kind for which SVA is not responsible and that delay or otherwise impede delivery of the merchandise to and from SVA (e. g. import/export restrictions, mobilisation, war, terrorism, terrorism warnings, embargos, strikes, lockout, manufacturers' complete or partial cease of production/delivery restrictions etc.) free SVA from its duty to provide the service for the duration of its effect. If such events make it permanently impossible for SVA to deliver the merchandise, SVA is entitled to withdraw from the contract if it has not yet been fulfilled. Any customer claims for compensation are excluded.
- (4) In all other cases of exceedance of delivery deadlines the customer is entitled to withdraw from the contract, if they have given SVA a suitable grace period of at least 30 days without result. The grace period must be set in writing. SVA can also withdraw from the contract if the manufacturer ceases production of the contractual product after the contract has been concluded.

§4 Deliveries with an international element

- (1) If SVA provides cross-border services, these are contingent on export approval, in particular, with regard to German foreign trade law, about which the customer is obligated to inform themselves. The customer shall ensure the legal conditions for the permissible export or delivery and provide verification, on request by SVA; in particular, export or delivery may be subject to licence according to US, EU, or national export regulations. The customer is informed that export regulations also apply if information is transferred abroad via communication networks (e.g. per e-mail or file transfer).
- (2) In deviation from the stipulations in § 7, international deliveries of hardware or software are only performed after payment in advance. The customer is invoiced for all charges for shipping and ordered services.

§5 Start, term, and cancellation of service

- (1) Services begin at the time specified in the offer or in a separate agreement. SVA will honour the customer's desired start time if possible.
- (2) If no term was agreed, an open-ended service can be properly terminated with a notice period of 30 days to the end of the respective calendar month.
- (3) If a minimum term has been agreed, the contractual relationship automatically extends by the same minimum term unless terminated in writing with a notice period of 30 days.
- (4) The customer can only withdraw from or terminate the contract on grounds of a breach of duty that does not constitute a defect, if SVA is responsible for the breach of duty. A customer's unrestricted right of termination (in particular pursuant to §§ 651, 649 BGB) is excluded. Otherwise the legal requirements and consequences are applicable.
- (5) The right to termination without notice for good cause is unaffected. Good cause is deemed to exist, in particular, if the customer, after two demands for payment, does not meet their payment obligations. Good cause will also be deemed to exist, if the customer becomes insolvent, if insolvency proceedings have been opened against their assets or the customer is otherwise in serious breach of their contractual duties.
- (6) A termination notice must be delivered in writing to be effective. An e-mail does not meet this written form requirement.

§6 Remuneration/offsetting

- (1) All prices are net prices and do not include packaging, freight, insurance, shipping, other expenses, or VAT.
- (2) The amount to be paid, plus applicable VAT, is stated on SVA's order confirmation/invoice. One-time fees become due upon invoice and are payable in full within 30 days. No cheques or bills of exchange are accepted. The customer is liable for all transfer costs, discount charges, and all other collection costs.
- (3) Once the time limit for payment above expires, the customer is in default. The payment becomes subject to legal applicable interest charges during default. SVA reserves the right to assert further damages caused by default.
- (4) After the conclusion of the contract, SVA is authorised to pass on any additional unforeseeable expenses it incurs (e.g. increase of VAT, new or higher customs charges, taxes, countervailing charges, or other official purchase price burdens, increase in shipping prices, exchange rate changes etc.) to the customer if more than four months have passed between the conclusion of the contract and delivery/provision of services.
- (5) The claim may only cover the actual cost increases, which SVA will disclose to the customer upon request. In case additional charges apply, SVA shall inform the customer of this before delivery/provision of service. The customer is then entitled to withdraw from the contract. They shall do so immediately after they have been notified of the additional charges.
- (6) Ongoing monthly payments are due and payable in advance no later than the 3rd business day of the calendar month following the month in which the service was provided without separate invoice. For partial months, payment is owed pro-rata.
- (7) Other ongoing remuneration/fees are due in full upon invoice in advance for the respective invoice period.
- (8) The customer is entitled to enforce retention rights and/or offset claims, not directed at the remedy of defects or production costs, only if they are enforceable final judgments, undisputed, or recognised by SVA.
- (9) If the customer's financial circumstances deteriorate significantly, SVA is entitled to make approved deliveries dependent on advance payments or collateral. The legal regulations for refusing services and – after setting a deadline – for withdrawing from the contract (§ 321 BGB) remain unaffected.

§7 Warranty, guarantee, duty to give notification of defects

- (1) The customer shall immediately inform SVA in writing of any defects, providing all information available to the customer that may be relevant to the remedy of the defects.
- (2) In remedying the defect, SVA is entitled to choose between a repair or replacement delivery.
- (3) SVA's guarantee lapses in all cases in which the defects and other impairments of services are caused by improper use by the customer, by interference by the customer (e.g. changes to implementation), by services they are required to provide (in particular data and content), or by their system environment for which SVA is not responsible, unless the customer can demonstrate that these circumstances are not the cause of the defect.
- (4) The customer does not receive guarantees from SVA in a legal sense. SVA passes any manufacturer guarantees that exist on to the customer. The extent of the guarantee is stated in the order confirmation and the manufacturer's guarantee conditions.
To safeguard the right to guarantee claims, the customer shall, when defects arise that are covered by the guarantee, contact the manufacturer directly and observe the manufacturer's guarantee conditions. Should a claim be asserted against the manufacturer, the customer shall also inform SVA and report on the manufacturer's handling of the guarantee.
- (5) The customer shall inform SVA of incomplete or incorrect deliveries, as well as obvious defects in the delivered merchandise immediately, and no later than 7 days after delivery. This notification shall, if possible, be in writing and, as far as possible, in a form that is understandable for SVA.

§8 Expiration of claims

Guarantee claims or claims for damages expire after 12 months, except in cases of injury to life, limb, or health, in cases of malicious intent, or in case of a quality guarantee expressly given by SVA; in these cases, the legal expiration terms apply. The expiration term begins with the receipt of the merchandise, successful handover, or in case of services with their provision.

§9 Liability

- (1) SVA's liability for intent, gross negligence, claims based on product liability law, and injury to life, limb, or health is governed by statutory regulations.
- (2) In the case of simple negligence, SVA is only liable in case of a breach of essential contractual duties (so-called cardinal duties, i.e. a duty, the fulfilment of which, is essential for the proper performance of the contract and which the contractual partner can reasonably expect to be able to rely).
- (3) If SVA breaches essential contractual duties due to simple negligence, in the absence of an individual regulation in the respective order confirmation, compensation obligations are limited to the typical foreseeable damages, however no more than € 100,000 per case, and in total no more than € 250,000 per year. The total liability limit for all damages that arise in connection with services to the customer is € 500,000.
- (4) In case of simple negligence, SVA is not liable for any indirect or secondary damages (in particular loss of profit, savings not realised). The restriction of liability described here and in paragraphs (2) and (3) does not apply in case of liability of SVA pursuant to Paragraph (1).
- (5) Except for services that expressly include the protection of data, SVA is not liable for the loss of data if the damage would not have occurred if the customer had performed proper data backups in their area of responsibility. Proper data backups are given if the customer backs their data up in machine-readable form at least once a day and thus ensures that this data with can be restored with reasonable effort. SVA's liability for the loss of data is furthermore limited (except in cases of intent and gross negligence) to the typical restoration expenses that would have been due if the data had been properly backed up.
- (6) In case of a force majeure, SVA is not obligated to provide the service. Force majeure include, in particular, strikes, wars, natural disasters, lockouts, delays or loss of delivery from suppliers if they were caused by a force majeure, official or court orders, web-based attacks and attacks by application users (e.g. malware, viruses, worms, denial of service attacks, Trojan horses), which SVA could not have prevented even with the due diligence reasonable for the circumstances.
- (7) If SVA's liability is excluded, this also applies to the personal liability of SVA employees, representatives, and sub-contractors.
- (8) Multiple clients (natural and/or legal persons) are jointly and severally liable.

§10 Data protection

- (1) Pursuant to Art. 6 GDPR, the SVA System Vertrieb Alexander GmbH is entitled to process the personal data of the customer/client to fulfil the business purpose. Data is stored by SVA GmbH. The client is hereby informed pursuant to Art. 13, 14 GDPR. The customer/client has the right to receive information and a right to correct, block, and delete their stored data. In addition, the customer/client may object to the processing or use of their personal data pursuant to Art. 21 GDPR. The objection should be directed to the responsible address (SVA System Vertrieb Alexander GmbH, Borsigstraße 26, 65205 Wiesbaden-Nordenstadt, mail@sva.de).
- (2) The contractual partners also undertake to comply diligently with all data protection regulations. If the customer violates these regulations, they shall indemnify SVA against all legal consequences of the violation.
- (3) If SVA is to process personal data on behalf of the customer, the contractual parties shall conclude an agreement concerning the contract data processing as defined in Art. 28 GDPR in a timely manner before the corresponding activity starts.
- (4) For full information regarding the handling our customers' personal data, please refer to the SVA System Vertrieb Alexander GmbH data protection declaration at <https://www.sva.de/datenschutz.html> (German).

§11 Changes

- (1) If, during SVA's provision of services, the customer subsequently wishes to change the originally specified services, they shall immediately inform SVA of this in writing or per e-mail, stating the reasons. After receipt of the change request, SVA will check whether the desired changes can be implemented and then inform the customer of the likely resulting changes, in particular, to remuneration and schedule. Any costs resulting from the verification of the change request and consequences resulting from its implementation shall be paid separately. The parties will then coordinate regarding the implementation of the proposed service changes and possible effects on the service term. SVA is only obligated to perform changes to the services once they have been agreed in writing. If no written agreement is obtained concerning a change request, then the contract will be fulfilled without the changes requested in the respective change request.
- (2) SVA is entitled to change these conditions if it is necessary, due to developments that were unforeseeable at the time the contract was concluded, which are beyond the influence of SVA, and which SVA has not caused, to restore the balance that existed between the contractual parties at the time the contract was concluded, and if essential regulations of the contract (e.g. type and extent of the contractual services, termination) are not affected. Changes to these conditions are also possible if difficulties arise in the implementation of the contract that are caused by regulatory gaps in these conditions, e.g. because jurisprudence regards a clause to be invalid. The customer shall be informed of any change to the conditions six weeks before they become effective. In such an event the customer is entitled to extraordinary termination. If the customer does not terminate the contract within four weeks of receipt of the notification of changes, the changes shall be considered agreed. The customer will be informed of this as part of the notification of change.

§12 Confidentiality

- (1) The contractual parties undertake to treat as confidential, all information and other data they acquire during the cooperation that is explicitly labelled as confidential, or is clearly recognisable as a business or operational secret or is labelled as such. SVA is entitled to apply protection devices to the licensing programmes to protect them against misuse.

- (2) The parties shall ensure by means of suitable contractual agreements that their employees, who are affected by this confidentiality agreement are also obligated to confidentiality, according to the regulations of these GTC. The same applies if the parties use third parties to provide their service obligations. Upon request, the parties shall provide written evidence of their compliance with this obligation and inform each other of disclosure obligations to the extent that this is possible and permissible, in particular in terms of statutory or agency-enforced disclosure obligations, and support each other in fulfilling such obligations.
- (3) For the duration of the project and for 12 months after termination or completion, the customer undertakes not to headhunt SVA employees who were involved in the provision of the service.

§13 Concluding provisions

- (1) Should a regulation of this GTC be or become invalid, this shall not affect the validity of the remainder of the GTC. All contractual relationships are exclusively subject to the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods and the conflict of laws rules of international private law.
- (2) The exclusive jurisdiction for any disputes arising from this agreement is Frankfurt am Main, Germany. SVA may also file suit at the customer's headquarters.

B. Special conditions for the sale of non-proprietary hardware and software products

The customer may conclude a purchase agreement with SVA for the delivery of hardware or software – described in detail in the order confirmation. In addition to new parts, hardware may also contain certified refurbished parts, unless the quality was explicitly agreed to be "brand new". In some cases, a machine that was not new may have already been installed. This does not affect the guarantee of the customer as described in § 6. Installation, care, maintenance, or other services are not part of a purchase contract for hardware or software and must be agreed separately with SVA and paid.

§1 Hardware

The delivery location and service components of the hardware are defined in the respective offer.

§2 Software

- (1) Depending on the individual provisions in an order confirmation, the software may be transmitted by download from the internet, by data carrier, or by electronic mail to the customer. The transfer of the software includes documentation – either in printed or electronic form.
- (2) Licence material is provided in executable form (object code) together with user documentation. The service does not generally include delivery of the source code. Upon request, the customer is obligated to confirm receipt of the licence documentation in writing.

§3 Price

If the list price of an item of hardware is lower than the purchase price listed on the order slip on the day of shipping, the customer shall receive the benefit of this price decrease.

§4 Specifications

The description of the hardware or software in the user documentation, defines its specifications conclusively. SVA is not obligated to deliver any properties beyond those described in the hardware or software user documentation. No additional properties of the software can be derived from statements made by SVA, its employees or contractors, and in particular advertising. If declarations or statements regarding the specifications of hardware or software are to be made the object of an order, we point out that, in particular, consultants, developers, and other field service employees are not authorised to make such claims. Any consideration of additional specifications, therefore, requires written confirmation by SVA.

§5 Delivery dates/installation/transfer of risk

- (1) Delivery deadlines/times are only binding if confirmed in writing by SVA. The agreed term will begin when the customer has performed their duties of cooperation.
- (2) Delivery times/deadlines are subject to SVA's complete and timely receipt of the merchandise from a congruent cover transaction, as well as the safe arrival of the merchandise. Events for which SVA is not responsible (e.g. official import and export restrictions, mobilisation, war, blockade, strike, lockout, manufacturers' complete or partial cease of production/delivery restrictions etc.) that delay delivery to SVA or delivery by SVA or impede them in any other manner, absolve SVA from its duty to provide the service for the duration of its effects. If such events make it permanently impossible for SVA to deliver the merchandise, SVA is entitled to withdraw from the contract if it has not yet been fulfilled. Any customer claims for compensation are excluded.
- (3) In all other cases of exceedance of delivery deadlines the customer is entitled to withdraw from the contract, if they have given SVA a suitable grace period of at least 30 days without result. The grace period must be set in writing.
- (4) SVA bears the risk of accidental destruction or deterioration of the hardware until SVA hands over the hardware to the shipping company hired by SVA or the manufacturer for delivery to the customer or the location specified by the customer, unless SVA has accepted installation or assembly duties. Thereafter, the risk is transferred to the customer. To secure any potential claims made by the customer, SVA hereby cedes all claims against the shipping company to the customer.
- (5) The customer warrants that they are entitled to install additional devices/model and type changes in appropriate machines, even if they are not the owner.

§6 Guarantee

- (1) In case of a replacement, SVA acquires ownership of any removed/replaced components when they are removed/replaced. During production and for the remedy of defects/replacements, SVA uses spare parts or components that are new or like new according to the respective industry standards. The customer has no claim to rental devices for the duration of the repairs.
- (2) The latest programme version acquired by the customer shall be covered by the guarantee.

§7 Retention of title to acquired goods

- (1) SVA retains title to delivered goods until such time as the customer has satisfied all claims that existed when the contract was concluded or claims which arose subsequently in connection with the delivered goods (e.g. in case of repair). The customer acquires usage rights to the software in perpetuity, for a one-time payment.
- (2) The customer is permitted to process hardware or to mix or combine it with other objects. The processing, combination, or mixing of is done on behalf of SVA.
- (3) If reserved goods are combined, mixed, or processed with the customer's goods or with third-party reserved goods, SVA acquires the co-ownership of the new item or the mixed stock on the basis of the ratio between the value of the reserved goods and the value of the other goods on the date they were combined, mixed, or processed. SVA makes no claim to any resulting value increase.
- (4) The customer undertakes to insure reserved goods and goods which SVA owns or co-owns pursuant to §§ 946 to 950 BGB sufficiently against loss and damage by fire, theft, water damage, or similar risks and upon request to provide evidence of such insurance to SVA. The customer hereby transfers their compensation claims against insurance companies or other parties liable to pay compensation to SVA, if applicable pro rata, i.e. corresponding to its share in the jointly owned item. SVA hereby accepts the transfer.
- (5) The customer shall inform SVA immediately of any enforcement measures by third parties against the reserved goods and submit the documentation necessary for an intervention; this also applies to other types of encumbrance. The above notwithstanding, the customer shall inform third parties of SVA's rights to the goods in advance. The customer shall bear any intervention costs incurred by SVA, if the third party is unable to reimburse them.
- (6) If the customer seriously and finally refuses performance, if insolvency proceedings have been opened against their assets or rejected on the grounds of insufficient assets, or if a declaration in lieu of an oath according to § 807 German Code of Civil Procedure (ZPO) has been made, the customer may no longer dispose of the reserved goods. In the above cases, SVA is entitled to demand the return of delivered goods to which they retains the title, after exercising their right to withdraw from the contract.
- (7) Furthermore, SVA may demand the reimbursement of all costs associated with the withdrawal (e.g. return shipment, value decrease etc.).

§8 Utilisation and licence rights

The end user licence agreements of the respective manufacturers apply to the acquisition of software.

§9 Obligations of the customer

- (1) The customer has informed themselves about the essential functional features of the acquired hardware/software and assumes the risk as to whether it will meet their requests and needs.
- (2) Unless otherwise agreed, SVA will install and configure the software. Before use, the customer shall thoroughly test the software for defects and usability in the existing hardware and software configurations. This also applies to software they received under the guarantee.
- (3) Additional duties of the customer, in particular duties to cooperate and/or facilitate may arise from individual offers.

C. Special conditions for the acquisition of proprietary SVA software products

SVA offers various software products in their capacity as a manufacturer. This includes documentation, administration, information, and communication system software, as well as monitoring, performance analysis, and reporting solutions.

§1 The following conditions represent the specific regulation for the acquisition of proprietary software products and apply in addition to the general regulations in Chapter A. Software acquisition

- (1) Depending on the individual provisions in an order confirmation, the software may be transmitted by download from the internet, by data carrier, or by electronic mail to the customer. The transfer of the software includes (if included in the offer) the associated data base, documentation, either printed or in electronic form (jointly "licence documentation"). The description in the user documentation defines the specifications of the software conclusively. SVA is not obligated to deliver any additional software properties. No additional properties of the software can be derived from statements made by SVA, its employees or contractors, and in particular advertising.
- (2) Installation, care, maintenance, or other services are not part of a purchase contract for software and must be agreed separately with SVA and paid.
- (3) Licence documentation is provided in executable form (object code) together with user documentation. The service does not generally include delivery of the source code. Upon request, the customer is obligated to confirm receipt of the licence documentation in writing.

§2 Warranty, guarantee, duty to indicate defects

- (1) The latest programme version acquired by the customer shall be covered by the guarantee. Beyond that, the general regulations in Chapter A § 7 apply.

- (2) If an inspection shows that there are no defects, then SVA is entitled to demand reimbursement for expenses at the hourly rates valid on the day the defect was reported (plus any necessary travel costs, travel time, costs for data carriers, copy costs, and other expenses, plus VAT).
- (3) The customer does not receive guarantees from SVA in a legal sense.

§3 Utilisation and licence rights

- (1) With respect to the customer, SVA (and manufacturers of parts of the software), as creator of the software, is the sole owner of all copyrights, trademark rights, patent rights, and all other ancillary copyrights and industrial property rights to the software and all associated documents, e.g. the user documentation.
- (2) The software is licensed in accordance with the licensing regulations of the respective SVA software product and is governed by a separate contract.
- (3) With the complete payment of the licensing fee, SVA grants the customer the simple (non-exclusive) right to use the software exclusively for their own purposes. Granting additional usage, transfer, or processing rights to the customer always requires a separate, express, written agreement.
- (4) The right of the customer to create backup copies and usual backups, as well as to duplicate the products is governed by a separate contract, depending on the respective product.
- (6) The licensed software may only be used to the extent defined in these GTC and any individual written agreements between SVA and the customer; any use beyond this requires the prior express written consent of SVA.
- (7) SVA owns all exclusive usage and exploitation rights for any copyrightable work created by SVA during the provision of their contractual services (e.g. copyrights, patents, utility models etc.).
- (8) If there are no separate regulations, the customer receives simple usage rights to work created by SVA, exclusively for the contractual purpose. Granting additional usage, transfer, or processing rights to the customer always requires a separate, express, written agreement.
- (9) The licensing conditions are governed by the respective offers.

§4 Obligations of the customer

- (1) The customer has informed themselves about the essential functional features of the acquired software and assumes the risk as to whether it will meet their requests and needs.
- (2) Unless otherwise agreed, SVA will install and configure the software. Before use, the customer shall thoroughly test the software for defects and usability in the existing hardware and software configurations. This also applies to software they received under the guarantee.
- (3) Additional duties of the customer, in particular duties to cooperate and/or facilitate, are stated in the respective order confirmation.

§5 Violation of third-party copyrights

- (1) If the customer is subjected to third-party claims for violation of commercial copyrights due to their contractual use of the software delivered by SVA, SVA undertakes to indemnify the customer against these claims and the reasonable costs of legal defence. This indemnification obligation only applies, however, if the customer informs SVA in writing of the claims asserted against them as soon as they become aware of them, SVA reserves the right to all defence measures and settlement negotiations, and the customer provides suitable support to SVA in the defence or settlement of the claim.
- (2) If claims pursuant to the above paragraph have been asserted against the customer or SVA believes that such claims are to be expected, then SVA is entitled to change or replace the affected software at its own expense in a way that the copyrights of the third party are no longer violated or to acquire the right to use the software from the third party.
If SVA is unable to implement the above measures in an appropriate amount of time, the customer may withdraw from the contract or demand a reduction of the remuneration.
- (3) Without prejudice to the indemnification obligation pursuant to § 5 No. 1, SVA is only obligated to pay damages for the violation of third-party copyrights within the limits defined in § 9 Chapter A "GTC".
- (4) The rights of the customer pursuant to § 5 do not apply if the violation of third-party copyrights is due to instructions/specifications made by the customer or due to the fact that they have performed a change to the software not approved by SVA, used it in violation of SVA's instructions, or combined the software with programmes or data processing systems not approved by SVA.

D. Special conditions for installation services

§1 Scope

The following regulations supplement the regulations in Chapter B and C and apply to all installation services and hardware and software start-ups that SVA provides.

§2 Remuneration

- (1) Unless otherwise agreed with the customer in an individual contract, installation services are compensated based on working hours and material use.
- (2) Unless otherwise agreed, SVA also has a claim to reimbursement of expenses (travel, overnight stays, daily expenses) in addition to the hourly rate. In case of travel, SVA has the right to choose the means of transportation at their own dutiful discretion.
- (3) Beyond that, the regulations in Chapter A § 6 apply.

§3 Obligations of the customer

- (1) The customer shall create the conditions in their operational space necessary for the performance of the services, in particular they shall provide the required infrastructure, such as work places, tools, telecommunication connections etc. free of charge. Additional duties of cooperation are listed in the corresponding offer. For software provided by the customers, they assure that they have their own rights to the materials they have provided or are entitled to dispose of them.
- (2) Before the installation work begins, the client shall name a qualified person as contact person. The person named by the client shall take all necessary measures for the protection of persons and property at the installation site. They shall perform a safety orientation for general and any existing specific safety regulations if they are relevant to the SVA's personnel.
- (3) The client is obligated to provide technical help at their own expense, in particular
 - to provide the necessary suitable auxiliary staff in a sufficient number and for sufficiently long to perform the necessary work. SVA does not accept any liability for the auxiliary staff.
 - to provide the necessary infrastructure and connections as well as materials and perform all actions necessary for the installation, start-up, and (if included in the contract) testing.
- (4) The customer's technical support must ensure that the installation can commence immediately upon the arrival of our personnel and without delay.
- (5) If the customer does not fulfil their duties, SVA is entitled (but not obligated) after setting a suitable grace period to perform the actions required by the customer in their stead and at their expense.

§4 Handover

- (1) In the case of a handover the customer shall, after the provision of the service or report of completion, verify the contractual state of the service result and immediately, but no later than four weeks after the handover ("handover term") declare its acceptance or report defects with specific error descriptions. Non-essential defects will not prevent the handover. After the expiration of this handover term, the service is considered contractually approved unless there are defects that are undetectable during the inspection.
- (2) If the assignment is segmented into partial tasks, then each partial task shall be handed over individually on completion. Unless otherwise agreed in writing, the entire project is considered handed over once the last part has been handed over.

E. Special conditions for services

§1 Contractual object

- (1) The object of the contract is the performance of services, that provide support to the client through SVA consultants, and to which service contract law is applicable.
- (2) Details of the project, such as assignment, procedure, and type and extent of the services are stated in SVA's offer, unless regulated in a separate written contract.
- (3) The contractual partners may agree on a schedule for the provision of the services and a planned deadline for the completion of the services.

§2 Services, work place

- (1) The client is responsible for managing the implementation of is project.
- (2) The service is provided at SVA, unless expressly agreed that the work place is the client's location.
- (3) In these cases SVA employees do not enter into an employment relationship with the client. SVA is entitled at any time and at its own discretion to replace one employee with another suitable employee. SVA can use subcontractors of its choosing to perform entire or partial services. The selection of the subcontractor is at the discretion of SVA.
- (4) The client names one contact person and one deputy. The contact person/their deputy is authorised and responsible for conveying the technical requirements and coordinating the manner and time frame in which the services of the contractor are used for the entire duration of the project.

§3 Obligations of the client

The customer shall create the conditions in their operational space necessary for the performance of the services, in particular they shall provide the required infrastructure, such as work places, tools, telecommunication connections etc. free of charge. Additional duties of cooperation are listed in the corresponding offer.

§4 Remuneration

- (1) Unless otherwise agreed per contract, remuneration for SVA's services is charged based on the time spent on the activities including travel times (hourly fee) according to the prices in SVA's respective offer.
- (2) The contractor keeps a monthly record of the work performed and submits the record to the client within the first 10 days of the following month, together with the respective invoice.
- (3) Unless otherwise agreed, SVA also has a claim to reimbursement of expenses (travel, overnight stays, daily expenses) in addition to the hourly rate. In case of travel, SVA has the right to choose the means of transportation at their own dutiful discretion.
- (4) SVA shall inform the customer, in writing, of changes to the hourly rates no later than four weeks before the time they are set to become effective. If this notice period is not adhered to, then the new hourly rates only apply to those services that SVA provide after the expiration of

four weeks since the announcement of the new hourly rates. If the new hourly rates are more than 10 % greater than the previously agreed hourly rates, the customer may terminate the contract with a notice period of two weeks after receipt of the corresponding notification from SVA with a further notice period of two weeks.

§5 Usage rights

Unless otherwise agreed, SVA grants the client irrevocable and transferable usage rights to the work provided by the consultants (if it is copyright-protected) with no limitations on place, time, and type of use, including the right to process and develop said work.

§6 Third-party rights

The customer indemnifies SVA and its subcontractors against any liability for third-party claims, if they are based on the materials the customer provided to SVA.

They assure that they have rights to the materials they have provided which are necessary for the provision of services by SVA or that they are entitled to dispose of them.

§7 Business partners

SVA has concluded agreements with certain partners (business partners) concerning the marketing and support of its products and services. If such a business partner brokers services for SVA using these GTC, only these "GTC Services" apply. SVA is not responsible for the business activities of its business partners.

F. Special conditions for training

§1 Contractual object

- (1) SVA offers its customers training programmes for its employees: there are general courses as part of training programmes as well as courses customised for clients.
- (2) Customised courses are provided in close cooperation with the customer according to their technical specifications.

§2 Services, role requirements, work place, benefit exclusion

- (1) A detailed course schedule is developed jointly after SVA's services have been commissioned.
- (2) Courses are held, as agreed, at SVA's location or at the customer's.

§3 Client duties of cooperation

- (1) The customer shall inform SVA of the names of the participants, in a timely manner, before the course begins, no later than one week before the course is due to begin. Upon commissioning SVA, the customer shall also declare whether and how many printed copies of the documentation they require.
- (2) If the course takes place on the customer's premises, the customer shall provide office/training rooms with adequate equipment and necessary access to the customer's communication and data processing systems. One computer with sufficient memory and free hard drive space shall be provided for each workshop participant. The specific requirements are stated in the offer. The customer shall fulfil all duties of cooperation for SVA free of charge.

§4 Remuneration

The extent of the training day is defined in the respective offer, including breaks. The invoice is issued after the event.

§5 Cancellation

- (1) Cancellations are only possible in writing. Cancellation by the customer is free of charge, up to 7 calendar days before the start of the event.
- (2) If the event is cancelled between 1 and 6 calendar days before the start of the event, 50 % of the participation fees are due.
- (3) If the event is cancelled after that, the entire fee is charged. However, it is possible to transfer participation to a replacement participant free of charge.

§6 Programme change

If the actual number of participants is smaller than the respective stated minimum participation number for training events, SVA reserves the right to change the programme and/or to cancel the event. The customer shall be informed as early as possible. If an event is cancelled by SVA, no event fee is charged.

G. Special conditions for rental services

§1 Contractual object

- (1) The object of the contract is the provision of rental services to which rental contract law is applicable.

- (2) Details of the contract, such as rental object, type and extent, and procedure are stated in SVA's offer, unless governed by a separate written contract.

§2 Lessee rights

- (1) The customer is entitled, to use the rental object provided by SVA for the contractually agreed or typical purpose – based on the content of the contract within the contractually agreed service and capacity limitations.
- (2) The customer is not entitled to use the rental object for other purposes than the ones listed in (1) or beyond the contractually agreed service and capacity limitations. In the case of a violation or attempted violation, without prejudice to further rights, SVA is entitled to extraordinary termination of the contract and the assertion of compensation for lost income damages.
- (3) The customer may grant their employee and freelance employees the use of the rental object. Other persons may only use the rental object with the express consent of SVA.

§3 Obligations of the lessee

- (1) The customer shall handle and use the rental object with care. Any changes, in particular additional installations, require the consent of SVA. The customer shall follow the care and operating instructions and indemnifies SVA of any third-party claims that arise due to violation of this duty.
- (2) The customer is obligated to insure the rental object against the usual risks, in particular fire, water, theft, vandalism etc.
- (3) The customer is obligated to protect the rental object from access by third parties, in particular enforcement measures, and inform SVA at any time about the location of the object, if requested.
- (4) Changes to the rental object's location require the prior written consent of SVA.

§4 Liability of the lessee

- (1) The customer is liable to SVA for any damage due to culpable behaviour of the customer or their legal representatives or subcontractors, even if the rental object is in possession of third parties.
- (2) The customer is liable to SVA for compensation of any damage that SVA incurs due to unauthorised use by the customer or a third party to which the customer has intentionally or grossly negligently granted access or use of the rental object.
- (3) In this case, the obligation to pay the fees agreed with SVA remains in force.

§5 Contract termination

At the end of the contract, the customer shall return the rental objects to SVA at their own expense if they are not already in SVA's possession. For each commenced month by which the return by the customer is delayed, SVA can charge the corresponding pro-rata monthly rental price as compensation for use.

§6 Subleases

Subleasing of the rental object is only possible after coordination and with prior written consent from SVA. In case of a sublease, the customer still owes the agreed usage fee and is liable for any costs and damages that SVA incurs in connection with the sublease. In order to ensure all claims made by SVA, the customer hereby transfers all their future claims against sublessees, including the claim for the return of the rental object to SVA, who accepts this transfer.