GENERAL TERMS AND CONDITIONS (GTC) OF ABTIS GMBH

Version: October 2026

§ 1 Scope of Application

(1) These General Terms and Conditions (hereinafter referred to as the "GTC") shall apply to all contracts entered into by abtis GmbH (hereinafter referred to as "abtis"), Wilhelm-Becker-Straße 11b, 75179 Pforzheim, with entrepreneurs within the meaning of section 14 of the German Civil Code (Bürgerliches Gesetzbuch – BGB), legal entities governed by public law and special funds governed by public law (hereinafter referred to as the "Customer").

(2) Any conflicting or deviating terms and conditions of the Customer shall apply only if abtis has expressly consented to their application in text form. In the event of any conflict, the provisions of the individual agreement shall prevail over these GTC, followed by the applicable service description and any agreed service level agreement. With regard to the processing of personal data, the data processing agreement, including the agreed technical and organisational measures, shall prevail over the other contractual documents. Validly incorporated terms and conditions of third-party providers shall take precedence with respect to their services and rights of use to the extent mandatorily required for the provision or use of the relevant third-party service; the remaining order of precedence shall remain unaffected in respect of abtis's own services expressly assumed by abtis.

(3) abtis may amend these GTC by giving at least 30 days' prior notice in text form, provided that such amendment is objectively necessary due to changes in the legal situation, technical framework conditions, recognised security standards or the contractual services occurring after conclusion of the contract and is reasonable for the Customer. Material performance obligations, the contractual balance of performance and consideration, and any claims of the Customer that have already arisen may not thereby be amended to the Customer's detriment. If an amendment materially disadvantages the Customer, the Customer may terminate the affected contract for cause with effect from the date on which the amendment takes effect; this shall not apply to the extent that the amendment is required by mandatory statutory provisions. abtis shall expressly draw the Customer's attention to this right of termination in the notice of amendment.

(4) These GTC shall apply in the version incorporated into the contract at the time the contract is concluded. abtis shall provide the Customer with the incorporated version in a storable form prior to conclusion of the contract. Subsequent versions shall apply to existing contracts only subject to the requirements of § 1(3).

§ 2 Conclusion of Contract

(1) Unless expressly designated as binding, offers made by abtis are subject to change and non-binding. Orders placed by the Customer shall constitute binding offers to enter into a contract and may be accepted by abtis within two weeks by confirmation in text form, provision of the service or commencement of performance.

(2) The Customer shall carefully review offers made by abtis for accuracy and suitability. This shall apply in particular to offers based on specified assumptions. The Customer shall inform abtis if any such assumptions are incorrect.

(3) abtis shall be entitled to engage suitable third parties to perform the contract. abtis shall remain responsible for the proper selection, engagement and management of such third parties in accordance with the applicable statutory and contractual provisions. Where an engaged third party processes personal data on behalf of the Customer or is granted access to protected Customer systems, the data processing agreement, the agreed technical and organisational measures and the applicable security requirements shall additionally apply.

(4) A fixed contractual term of up to 60 months shall apply only if expressly agreed in the individual agreement and objectively justified by the investment, provisioning or price-lock benefits specified therein. Upon expiry of the agreed initial term, the contract shall automatically renew for successive periods of twelve months unless terminated by either party in text form by giving three months' notice to the end of the respective term. The right to terminate for cause shall remain unaffected; this shall apply in particular where material changes to prices or services render continuation of the contract unreasonable.

§ 3 Characteristics

(1) The goods and services offered by abtis are intended exclusively for use by entrepreneurs.

(2) Information concerning the characteristics of goods or services of abtis contained in public statements, catalogues, brochures, circulars, advertisements, illustrations, promotional materials and price lists shall not constitute agreed characteristics unless it has become part of the contract. The same shall apply to public statements made by a third-party manufacturer.

(3) abtis reserves the right to amend its information concerning the subject matter of the delivery or service, including information on weight, dimensions, utility values, load-bearing capacity, tolerances, technical data or product designations, and to amend the associated representations, including drawings and illustrations, provided that the subject matter of the contract is not thereby materially altered, the agreed functionality and quality are maintained and the amendment is reasonable for the Customer.

(4) Statements concerning the characteristics or durability of any goods or services shall not constitute an express warranty or guarantee within the meaning of section 276(1) BGB or a guarantee within the meaning of section 443 BGB unless abtis has expressly assumed such a warranty or guarantee.

§ 4 Special Terms for Software

(1) Unless expressly agreed otherwise, software forming the subject matter of the contract shall be standard software from third-party manufacturers that has not been individually developed to meet the Customer's requirements.

(2) Separate terms of use, product terms and service terms of third-party manufacturers shall apply to standard software and other third-party services only to the extent that they are necessary for the use of the relevant third-party service, have been made available to the Customer before conclusion of the contract or before the relevant order, and are valid under German law. In particular, Microsoft products shall be subject to the Microsoft Customer Agreement applicable to the Customer, the Microsoft Product Terms applicable from time to time and the product-specific use rights. The Customer shall accept the requisite Microsoft terms before placing an order; abtis may defer the order and provisioning until such acceptance has been demonstrated. In the event of any conflict, the order of precedence set out in § 1(2) shall apply, unless mandatory manufacturer terms governing the granted rights of use take precedence. The Customer's mandatory statutory rights and abtis's responsibility for its own services expressly assumed by abtis shall remain unaffected.

(3) The Customer may use software and online services only in accordance with applicable law, the agreed licence metrics and the effectively incorporated terms of use of the respective manufacturer. In particular, the Customer shall not be entitled to transfer rights of use to third parties without authorisation, circumvent technical restrictions on use, remove copyright or proprietary notices, or use products beyond the licensed scope. The Customer shall ensure that its affiliated companies, users and other persons authorised by it comply with these requirements. Statutory rights of examination, decompilation and interoperability shall remain unaffected.

(4) Where abtis has undertaken to supply software, the object code shall generally be delivered on a data carrier or made available by download. The Customer shall have no entitlement to delivery of the source code.

(5) Each party shall retain its pre-existing intellectual property rights and its rights in documents and data. abtis shall retain all rights in standard software, tools, methods and know-how. The Customer shall be granted the rights of use necessary for the contractual use of the deliverables and work products. Rights in customer-specific work products for which separate remuneration is paid shall be expressly stipulated in the individual agreement; third-party rights shall remain unaffected.

(6) Where use of the software requires installation on the Customer's hardware, abtis shall provide support and instructions only to the extent agreed between the Customer and abtis. The Customer shall be responsible for ensuring that the specified hardware and environment requirements for installation are met.

(7) abtis shall generally have no obligation to maintain the software unless the parties have separately agreed otherwise.

(8) The term, renewal, termination, reduction of licence quantities, upgrade, downgrade and refund applicable to Microsoft subscriptions shall additionally be governed by the subscription model selected when the order was placed and by Microsoft's applicable requirements from time to time. After expiry of any cancellation or modification window granted by Microsoft, the Customer may amend or terminate an order only with effect from the next date permitted by Microsoft. To the extent that abtis remains liable to make payments to Microsoft notwithstanding the Customer's payment default, termination or insolvency, the Customer shall remain liable to pay the non-cancellable fees attributable to its order; any expenses saved and revenue earned elsewhere shall be credited. Before the order is placed, abtis shall inform the Customer of the selected term, billing period and material restrictions on modification and termination rights.

(9) Any blocking, suspension or restriction of a Microsoft subscription due to payment default, security breaches or at the Customer's request shall not affect the obligation to pay non-cancellable fees that Microsoft continues to charge to abtis. This shall apply only to the extent that, before the order was placed, abtis transparently informed the Customer of the term, billing period, cancellation window and continuing payment obligation. Any expenses saved and revenue earned elsewhere shall be credited.

(10) If abtis or the manufacturer determines that the Customer is using products or online services in excess of the agreed licence scope, assigned users, devices, capacities or documented usage limits, the Customer shall promptly bring its use into compliance or acquire the required additional licences. Claims for remuneration in respect of actual excess use and any mandatory rights of the manufacturer shall remain unaffected. abtis shall inform the Customer of the identified deviation and the basis for any subsequent charge.

(11) If, after conclusion of the contract, the Customer requests changes or additional services in connection with software, online services, licences or their configuration, abtis shall inform the Customer, before carrying them out, of the effects on the scope of services, deadlines and remuneration. Additional services shall be performed only after approval by the Customer. Separate approval shall not be required where the Customer, being aware of the additional effort involved, requests that the work be performed or continued; in such case, abtis shall document the additional effort in a verifiable manner.

§ 5 Special Terms for Consulting and Support Services

(1) Consulting services provided by abtis require an order from the Customer specifying the duration, performance period and subject matter of the consulting activities. § 2 shall apply to acceptance by abtis.

(2) abtis shall provide consulting services under a service contract. abtis does not undertake to achieve any particular result.

(3) One consulting day shall comprise eight hours on a business day between 8:00 a.m. and 6:00 p.m. Activities performed at other times or on statutory Sundays and public holidays applicable at abtis's registered office shall be subject to a surcharge of 100%. Travel time shall be invoiced separately. Travel and accommodation expenses shall be charged on the basis of actual expenditure.

(4) The following terms shall apply to cancellations and/or rescheduling by the Customer:

a) If abtis receives the cancellation and/or request for rescheduling no later than 12 business days before the consulting services are due to commence, no fees shall be payable.

b) If abtis receives the cancellation and/or request for rescheduling less than twelve but at least six business days before the consulting services are due to commence, 50% of the agreed remuneration plus statutory value added tax shall become payable. The Customer shall remain entitled to demonstrate that abtis has suffered no loss or a substantially lower loss. Expenses saved and revenue earned elsewhere shall be credited.

c) If abtis receives the cancellation and/or request for rescheduling less than six business days before the consulting services are due to commence, the agreed remuneration shall become payable in full. The Customer shall remain entitled to demonstrate that abtis has suffered no loss or a substantially lower loss. Expenses saved and revenue earned elsewhere shall be credited.

(5) Support services provided by abtis shall be governed by the "abtis Support Terms" incorporated upon conclusion of the contract. Amendments to those terms shall apply to existing contracts only subject to the requirements of § 1(3). To the extent that a service description or service level agreement contains deviating provisions concerning the scope of services, prioritisation, response times or escalation, those provisions shall prevail.

§ 6 Special Terms for Security Services

(1) abtis shall provide scheduled security services and any measures for analysis, remediation or recovery exceeding the agreed managed or support services only upon instruction by the Customer. Necessary emergency and security measures pursuant to § 7(5) and any mandatory statutory obligations of abtis shall remain unaffected.

(2) Remuneration for services in connection with security incidents shall be based on the hourly or daily rate agreed in the individual agreement or an abtis Services Agreement, plus a surcharge of 30%. The remuneration shall be capped at the list price for security incident services applicable at the time of performance and notified to the Customer before the order is placed. If no abtis Services Agreement is in place and a prior offer is not possible due to an imminent threat, the Customer shall remunerate the necessary and documented effort at the list price communicated to it without undue delay. Mandatory statutory obligations and agreed incident-remediation services shall remain unaffected.

(3) The Customer shall designate contacts who can be reached in the event of security incidents and shall provide abtis without undue delay with the information, logs, system access and decision-making authority required for analysis, containment and recovery. To the extent reasonably practicable, the Customer shall refrain from taking measures that may interfere with an ongoing analysis or the preservation of evidence and shall inform abtis of any changes to affected systems made by the Customer or initiated by third parties. Delays and additional effort resulting from a breach of these cooperation obligations for which the Customer is responsible shall not count against agreed response or recovery objectives; documented and reasonable additional effort shall be remunerated by the Customer.

§ 7 Managed Services

(1) The scope of services, operating hours, response and recovery objectives, maintenance windows, monitoring, reporting obligations, escalation procedures and any agreed service credits for Managed Services shall be determined exclusively by the individual agreement, the service description and any agreed service level agreement. Continuous monitoring, any specified availability, recovery time or guarantee of success shall be owed only if expressly agreed therein. abtis may implement reasonable maintenance and change measures to maintain security, stability and manufacturer support; planned measures shall be announced to the Customer in accordance with the agreed service terms.

(2) If abtis is required to engage a third party in order to provide an instructed service or a service subsequently requested by the Customer, the Customer shall bear the necessary resulting costs, provided that abtis has informed the Customer before the engagement of the identity of the proposed third party, the expected costs and any surcharge. In the case of measures taken to avert an imminent material threat, information provided without undue delay thereafter shall suffice. Services already owed and additional effort for which abtis is responsible shall not be charged separately.

(3) A minimum quantity for user-, device- or volume-based Managed Services shall apply only if transparently stipulated in the individual agreement and objectively justified by pricing, licensing, staffing or capacity commitments. A reduction shall be possible as of the next adjustment date permitted under the individual agreement or mandatory manufacturer terms. Mandatory special termination rights and § 4(8) to (10) shall remain unaffected.

(4) To the extent that the provision of services depends on systems, networks, interfaces, licences, configurations, data sets or cooperation by the Customer or third parties, compliance with agreed service levels shall be conditional upon those requirements being complete, functional, supported and available in a timely manner. Downtime or service impairments demonstrably caused by circumstances outside abtis's control that fall within the sphere of responsibility of the Customer or a third party not engaged by abtis shall be disregarded when calculating agreed service levels. abtis shall inform the Customer of any identifiable material causes and required remedial measures.

(5) abtis may, without the Customer's prior consent, take temporary, necessary and proportionate measures where required to avert an imminent material threat to the availability, integrity, confidentiality or security of the systems or data

forming the subject matter of the contract, to prevent the spread of malware or to comply with mandatory statutory or regulatory requirements. abtis shall inform the Customer without undue delay of the reason for, scope and anticipated duration of the measure. To the extent possible, the impact on the Customer's business operations shall be minimised.

(6) To the extent that a service credit is provided for failure to meet an agreed service level, such service credit shall constitute the primary contractual remedy for the relevant service-level failure. Further claims shall exist only in accordance with § 13, in particular in cases of wilful misconduct, gross negligence, injury to life, limb or health, mandatory statutory liability or breach of a material contractual obligation.

(7) If a manufacturer modifies or discontinues a product, function, interface, support service or right of use forming the subject matter of the contract, or ceases its general support thereof, abtis may, after prior notice to the Customer, adapt the affected service to a reasonable extent or replace it with a functionally comparable service. Any material disadvantages to the Customer shall be duly taken into account. If reasonable continuation or a replacement service is not possible, either party may terminate the affected service for cause; manufacturer fees already incurred and non-cancellable shall remain payable in accordance with § 4(8).

§ 8 Prices and Payment; Price Adjustments

(1) Prices for services and deliveries provided by abtis shall be stated in euros ex works, plus shipping, insurance and packaging costs and statutory value added tax. The Customer agrees that invoices may also be transmitted electronically. Unless otherwise agreed by the parties, invoices shall be sent to the postal or electronic address generally notified by the Customer.

(2) To the extent that services are remunerated on a time-spent basis, billing shall generally be in time units of 15 minutes each. The time spent within a continuous service operation shall first be aggregated and then rounded up to the next full time unit. Any deviating provisions in the individual agreement, the service description or an incorporated price list shall remain unaffected.

(3) By way of derogation from paragraph (2), services which, by prior agreement, are provided on site at the Customer's premises or at another agreed place of performance shall be remunerated on the basis of the service capacity bindingly reserved for the relevant assignment in half or full working days. A half working day shall comprise reserved service capacity of up to four hours; a full working day shall comprise reserved service capacity of more than four and up to eight hours. The scope agreed before commencement of the assignment shall be decisive. If the actual performance of the services exceeds the agreed scope for a reason caused by or attributable to the Customer, the time shall be rounded up to the next half billing unit. Delays, interruptions and reduced performance attributable to abtis shall be disregarded for billing purposes. § 5(3) shall additionally apply to consulting services; travel time and travel and accommodation expenses shall not form part of the reserved service capacity and shall be remunerated separately in accordance with the contractual arrangements made in this respect. Any deviating provisions in the individual agreement, the service description or an incorporated price list shall remain unaffected.

(4) Services performed at the Customer's request outside the agreed or customary service hours shall be subject to the surcharges specified in the individual agreement or in the price list incorporated upon conclusion of the contract. § 5(3) shall additionally apply to consulting services; where surcharges overlap, only the higher surcharge shall be charged. The Customer shall be informed of the surcharges before placing the order; in the case of measures taken to avert an imminent material threat, such information shall be provided without undue delay after performance has commenced.

(5) Remuneration shall become due upon receipt of the invoice and shall be payable without deduction within 14 days, unless a different payment period is agreed in the individual agreement. Recurring remuneration shall be invoiced monthly in advance from the commencement of the contract, unless a different billing period is agreed in the individual agreement. Upon expiry of the payment period, the Customer shall be in default without any further reminder. In the event of a payment default for which the Customer is responsible, abtis may, after prior notice and expiry of a reasonable cure period without payment being made, suspend the affected services proportionately until payment is made. If a material payment default continues for more than 60 calendar days and abtis validly terminates the contract for cause as a result, abtis may claim the remuneration accrued up to the effective date of termination and damages available to it under statutory law. Any expenses saved and revenue earned elsewhere shall be credited.

(6) One-off services, hardware, software and other deliverables may be invoiced upon order, according to progress of performance or upon delivery, as stipulated in the individual agreement.

(7) The Customer may set off counterclaims or exercise a right of retention only where such counterclaims are undisputed or have been finally adjudicated. This shall not apply to counterclaims arising from the same contractual relationship to the extent that mandatory law requires them to be taken into account. abtis's rights of set-off shall be governed by statutory law.

(8) abtis may make any outstanding deliveries or perform any outstanding services conditional upon advance payment or the provision of security if, after conclusion of the contract, abtis becomes aware of circumstances that are likely to materially impair the Customer's creditworthiness and thereby jeopardise payment by the Customer of abtis's outstanding claims arising from the relevant contractual relationship.

(9) Unless mandatory law or a validly agreed designation of payment provides otherwise, payments shall first be applied to costs and interest and thereafter to the oldest invoice due.

(10) Remuneration for ongoing, recurring or usage-based services shall be adjusted for the first time after twelve months from commencement of the contract and thereafter on 1 January of each calendar year in line with changes in the Consumer Price Index for Germany published by the German Federal Statistical Office (Verbraucherpreisindex – VPI; base year 2020 = 100, or any successor index).

(11) The relevant factor shall be the percentage change in the Consumer Price Index between the index level published for October of the preceding year and the index level published for October of the year preceding that year.

(12) If the Consumer Price Index increases, the remuneration shall increase by the same percentage. If the Consumer Price Index decreases, the remuneration shall decrease accordingly. The adjusted remuneration shall apply from 1 January of the relevant calendar year.

(13) Irrespective of any adjustment pursuant to paragraph (10), abtis may pass on to the Customer increases or decreases in the prices charged by its upstream suppliers for software, cloud, subscription, SaaS, maintenance, support, licence or other third-party services forming the subject matter of the contract, provided that the price change relates to the services procured by the Customer and that the same change in costs has not already been taken into account in an adjustment pursuant to paragraph (10). Upon request, abtis shall provide the Customer with appropriate evidence of the basis and calculation of the adjustment.

(14) The adjustment shall be made to the extent that the price change of the relevant upstream supplier affects the service owed by abtis to the Customer. Corresponding price reductions granted by upstream suppliers shall likewise be taken into account.

(15) abtis shall notify the Customer in text form of any price adjustment pursuant to paragraph (10) or paragraph (13) no later than six weeks before it takes effect. The notice may also be provided via the my.abtis customer portal, provided that it remains permanently accessible to the Customer there and that the Customer is additionally informed that it has been posted. If, as a result of one or more price adjustments within a twelve-month period, the remuneration increases by more than ten per cent in aggregate compared with the remuneration previously applicable, the Customer may terminate the services affected by the price adjustment for cause within four weeks of receipt of the notice, with effect from the date on which the price adjustment takes effect. abtis shall expressly draw the Customer's attention to this right of termination in the notice. The Customer's statutory rights shall remain unaffected.

§ 9 Delivery and Performance Terms

(1) Unless otherwise provided in the individual agreement, the service description or an agreed service level agreement, abtis shall generally provide its services remotely. On-site services shall be provided only exceptionally where required by the nature of the service or agreed in advance by the parties. Dates for on-site services shall be agreed between the parties in advance. Travel time as-

sociated with on-site services and necessary travel and accommodation expenses shall be remunerated only in accordance with the contractual arrangements made in this respect.

(2) Goods shall be delivered ex abtis's warehouse, which shall also be the place of performance. At the Customer's request, the goods shall be dispatched to another destination at the Customer's expense (sale involving carriage of goods). abtis may determine the method of dispatch.

(3) Delivery dates and delivery periods shall be binding only if confirmed by abtis in text form. To the extent that abtis procures hardware or software for the relevant Customer from a supplier, abtis's delivery obligation shall be subject to timely and correct delivery to abtis, provided that abtis has entered into a corresponding procurement transaction and is not responsible for the non-delivery or defective delivery. abtis shall inform the Customer of the unavailability without undue delay and refund any payments already made for services not provided. Where dispatch has been agreed, delivery periods and delivery dates shall refer to the time at which the subject matter of the contract leaves abtis's warehouse or abtis notifies the Customer that it is ready for dispatch. In the case of digital provision or project-related services, periods shall refer to the agreed time of provision, handover or performance. Non-binding scheduling information shall be planned on the basis of the scope of services apparent upon conclusion of the contract and the information provided by the Customer; abtis shall inform the Customer without undue delay of any foreseeable delays.

(4) Compliance by abtis with delivery and performance periods shall be conditional upon the Customer providing the required information completely and accurately and fulfilling its reasonable cooperation obligations. In the event of a material and causative breach of duty that continues despite notice and the expiry of a reasonable cure period, the relevant periods shall be extended as reasonably required; abtis may proportionately suspend the affected services and charge documented and reasonable additional expenditure. Subsequent changes or additional services shall require an agreement on the scope of services, deadlines and remuneration; § 4(11) shall additionally apply to software, online services, licences and their configuration. This shall not apply to the extent that abtis is responsible for the delay.

(5) Neither party shall be liable for any impossibility or delay to the extent caused by events beyond its reasonable control, including in particular natural disasters, war, civil unrest, epidemics or pandemics, lawful industrial action, governmental measures, cyberattacks despite appropriate safeguards, failures of energy, internet, network, telecommunications, data centre or cloud infrastructure for which it is not responsible, and delivery or service disruptions affecting material upstream suppliers which occur despite corresponding procurement arrangements and for which it is not responsible. The obligations to perform shall be suspended only to the extent and for the duration of the impediment; the affected party shall reasonably mitigate its effects and inform the other party without undue delay. If the impediment continues for more than 90 days, either party may terminate the affected services, whereupon the obligation to provide future performance shall cease. Services duly performed up to termination and non-cancellable third-party charges shall remain payable.

§ 10 Passing of Risk; Retention of Title

(1) The risk of accidental loss of or accidental damage to the goods shall pass to the Customer upon handover to the carrier, with the commencement of loading being decisive. This shall apply irrespective of who bears the shipping costs and also where carriage is performed by abtis's own employees. If dispatch or acceptance is delayed for reasons for which the Customer is responsible, risk shall pass to the Customer on the date on which the goods are ready for dispatch and abtis has notified the Customer accordingly.

(2) If a delivery is returned as undeliverable, abtis shall store the goods for a reasonable period at the Customer's expense and risk, provided that the Customer is responsible for the impediment to delivery. abtis shall inform the Customer of the return and set a reasonable period for collection or for designation of a new delivery option. If that period expires without result, abtis may, in accordance with statutory law, rescind the contract and dispose of the goods by sale or, where a sale is impossible or commercially unreasonable, arrange for their proper disposal. Any claim for remuneration or damages shall exist only in accordance with statutory law; any proceeds obtained elsewhere and expenses saved shall be credited.

(3) abtis shall retain title to the goods delivered until all claims of abtis arising from the entire business relationship with the Customer have been satisfied in full, in particular until the balance on the current account has been settled (current-account retention of title).

(4) The Customer shall, at its own expense, carefully store and maintain goods delivered subject to retention of title and adequately insure them against fire, water damage, burglary and theft. The Customer shall notify abtis without undue delay of any damage to goods subject to retention of title and, upon request, provide evidence of the existing insurance cover. The Customer hereby assigns to abtis any claims against the insurer arising from damage to goods subject to retention of title up to the amount of the outstanding secured claims; abtis hereby accepts such assignment. Any further claims of the Customer against the insurer shall remain unaffected. If no adequate insurance cover exists, abtis may, after prior request and the expiry of a reasonable period, take out insurance for the goods subject to retention of title at the Customer's expense.

§ 11 Acceptance

(1) Where the parties have entered into a contract for work and services and the Customer is obliged to accept the work, the Customer shall inspect the performance within ten business days after being notified that it is ready for acceptance. Acceptance may be refused only on account of a material deviation from the agreed characteristics. Acceptance shall be deemed to have occurred only if abtis has set the Customer a reasonable period for acceptance and the Customer has not refused acceptance within that period, specifying at least one defect, despite having been informed by abtis of the legal consequences of such failure. Section 640 BGB shall otherwise remain unaffected.

(2) Unreserved productive use may be taken into account when determining whether the Customer has accepted the performance expressly or by conclusive conduct, provided that the Customer is aware that the performance conforms to the contract and its conduct unequivocally indicates that it approves the performance as being substantially in conformity with the contract. Deemed acceptance shall occur exclusively subject to the requirements of paragraph (1). Statutory rights in respect of defects reserved upon acceptance or not identifiable at that time shall remain unaffected.

(3) At abtis's request, partial acceptances shall be carried out for separable parts of the performance that can be used independently or on which further performance is to be based, provided that the relevant parts can be inspected separately. Once all parts of the performance have been accepted, the final partial acceptance shall also constitute final acceptance.

§ 12 Warranty for Defects

(1) Services provided for consideration and items delivered shall conform to the agreed characteristics and the mandatory statutory requirements. Rescission shall be excluded in the case of only an immaterial deviation from the agreed characteristics or only an immaterial impairment of usability; the remaining statutory rights in respect of defects shall remain unaffected subject to this § 12.

(2) The Customer's obligation to inspect and give notice of defects without undue delay pursuant to sections 377 and 381(2) of the German Commercial Code (Handelsgesetzbuch – HGB) shall remain unaffected.

(3) If deliveries or services provided by abtis prove defective, abtis shall, at its option, remedy the defect or provide a replacement. In the event of replacement delivery, the Customer shall return the defective item to abtis in accordance with statutory law. abtis shall bear the expenses necessary for cure, in particular transport, labour and material costs; this shall not apply to the extent that such costs increase because the item delivered is located at a place other than its intended place of use.

(4) If cure fails or is unreasonable for the Customer, the Customer may, subject to the statutory requirements, reduce the price or rescind the contract. No right of rescission shall exist in the case of an immaterial defect. The Customer may claim damages and reimbursement of futile expenses in accordance with § 13. Mandatory statutory rights, in particular in cases of fraudulent concealment, the assumption of a guarantee and mandatory liability, shall remain unaffected.

(5) The limitation period for claims based on defects as to quality or title shall be twelve months from delivery of the goods or, where acceptance is required or agreed, from acceptance. This shortened limitation period shall not apply in cases of fraudulent concealment, an assumed guarantee, claims arising from injury to life, limb or health, intentional or grossly negligent breach of duty, claims

under the German Product Liability Act (Produkthaftungsgesetz), or where the law mandatorily prescribes a longer limitation period. Statutory rights of recourse shall remain unaffected.

(6) Ordinary wear and tear shall be excluded from the warranty for defects.

(7) Rights in respect of defects shall be excluded to the extent that a defect is demonstrably caused by unauthorised modifications, improper use or other circumstances outside abtis's sphere of responsibility. The validly incorporated terms and conditions of third parties shall additionally apply to third-party services; the Customer's mandatory statutory claims and abtis's liability for its own breaches of duty shall remain unaffected.

§ 13 Liability

(1) Irrespective of the legal basis, abtis shall be liable for damages or reimbursement of futile expenses, including claims arising from contract, quasi-contractual obligations, breach of duty or tort, only to the following extent:

a) Liability for wilful misconduct, gross negligence and under a guarantee shall be unlimited.

b) In the event of a simply negligent breach of a material contractual obligation, the performance of which is essential for the proper performance of the contract and on compliance with which the Customer may regularly rely (a so-called cardinal obligation), abtis's liability shall be limited to the amount of loss or damage that was typically foreseeable at the time the contract was concluded. Liability for simple negligence shall otherwise be excluded.

(2) To the extent that abtis's liability is excluded or limited, this shall also apply to the personal liability of abtis's employees, representatives and vicarious agents.

(3) Notwithstanding the foregoing provisions, statutory law shall apply to loss or damage arising from culpable injury to life, limb or health and to claims under the German Product Liability Act (Produkthaftungsgesetz).

(4) To the extent permitted by law, liability for indirect and consequential loss or damage shall be excluded. This exclusion shall not apply in cases of wilful misconduct, gross negligence, injury to life, limb or health, assumed guarantees, mandatory statutory liability or breach of material contractual obligations. Subject to these exceptions, liability for loss of data shall be limited to the reasonable costs of restoration that would have been incurred if proper data backups appropriate to the relevant risk had been maintained. This limitation shall not apply to the extent that abtis is contractually obliged to perform the data backup or failed to alert the Customer to an identifiable specific risk.

§ 14 Data Protection

(1) Each party shall comply with the applicable data protection laws. To the extent that abtis processes personal data on behalf of the Customer, the parties shall enter into a data processing agreement.

(2) To the extent that abtis owes information security, monitoring, backup or recovery services, abtis shall comply with the applicable statutory requirements and the technical and organisational requirements agreed in writing. Details concerning protective measures, availability, logging, security incidents, notification and cooperation obligations, subcontractors, and the deletion and return of personal data shall be governed by the individual agreement, the service description, a data processing agreement and any agreed service level agreement. In the event of any conflict, § 1(2) shall apply. Responsibility and liability shall be determined by the respective contribution of each party to the cause and its sphere of responsibility, as well as by mandatory law.

§ 15 Governing Law, Transfer of Contract, Assignment, Place of Performance and Jurisdiction

(1) The legal relationship between abtis and the Customer shall be governed by the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

(2) Neither party may transfer its rights and obligations under the contract as a whole to a third party without the consent of the other party; such consent may not be unreasonably withheld. Following prior notice, abtis may transfer the contract to an affiliated company within the meaning of sections 15 et seq. of the German Stock Corporation Act (Aktiengesetz – AktG), in the context of universal succession, or in connection with a transfer of substantially all of its business operations to a financially capable legal successor. The Customer may object for a material legitimate reason and terminate the affected contract for cause if continuation with the new contracting party would be unreasonable for the Customer, in particular due to insufficient financial capability or reliability or inadequate data protection or security standards.

(3) The Customer may not assign claims against abtis to third parties without abtis's prior consent; such consent may not be unreasonably withheld. This shall not apply to monetary claims falling within the scope of section 354a HGB, assignments to affiliated companies within the meaning of sections 15 et seq. AktG, or assignments by way of security for financing purposes, provided that the Customer has informed abtis in advance in text form, the assignment does not impose any additional obligations or costs on abtis and abtis's legitimate interests are not adversely affected.

(4) The place of performance for all contractual obligations shall be abtis's registered office.

(5) If the Customer is a merchant, a legal entity governed by public law or a special fund governed by public law, the courts at abtis's registered office shall have exclusive jurisdiction over all disputes; mandatory statutory places of jurisdiction shall remain unaffected.

(6) If any provision of these GTC is or becomes wholly or partly invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. The invalid or unenforceable provision shall be replaced by the applicable statutory provision or by a validly agreed provision; an invalid provision in general terms and conditions shall not automatically be reduced to the maximum permissible extent.

§ 16 Suspension, Termination and Migration

(1) abtis may suspend the affected services or terminate the contract for cause if the Customer breaches a material contractual obligation and the breach continues despite notice and the expiry of a reasonable cure period. No cure period shall be required if cure is impossible, immediate action is necessary to avert material harm or comply with statutory obligations, or continuation of the contract would be unreasonable. Any suspension must be limited to the affected services and be proportionate.

(2) Upon termination of the contract, abtis shall make available to the Customer any Customer data held by abtis that is capable of being surrendered, in a commonly used and technically usable format, and shall, upon request, provide reasonable migration and transition assistance at the agreed rates or, in the absence of an agreement, at its customary rates. The transfer or administrative handover of Microsoft tenants, subscriptions, domains, accounts and licences shall be carried out only to the extent technically and contractually permissible and in accordance with the applicable manufacturer requirements. The contractually owed return of data and any handover measures necessary to prevent imminent data loss may not be withheld on account of disputed or merely immaterial claims. Additional migration services may be suspended only on account of undisputed, due and material payment arrears. Costs charged by the manufacturer or triggered by early termination of the contract shall be borne by the Customer to the extent that the Customer was transparently informed in advance of the basis for such costs.

(3) Unless statutory retention obligations, deviating manufacturer terms or provisions of a data processing agreement provide otherwise, abtis shall keep Customer data capable of being surrendered available for collection after termination of the contract for the transition period specified in the individual agreement or service description or, in the absence of such specification, for 30 calendar days. Upon expiry of this period, abtis may delete the data, provided that it has previously notified the Customer in text form of the intended deletion subject to a reasonable notice period. Restoration after expiry of the period shall be owed only to the extent technically possible and separately agreed.

§ 17 Account Use and Acceptable Use

(1) The Customer shall protect access credentials, restrict accounts to authorised users and report any suspected misuse without undue delay. Actions performed through an account shall be attributed to the Customer only to the extent that they result from a breach of duty for which the Customer is responsible. abtis shall remain responsible for security deficiencies within its sphere of responsibility; any contributory negligence shall be taken into account.

(2) To the extent that the relevant function is provided in the my.abtis customer portal, the Customer shall generally make bookings, changes, quantity adjustments and terminations of Microsoft products and standardised Managed Services itself through the my.abtis customer portal. The Customer shall ensure that only duly authorised users make the corresponding declarations and shall keep the user and contact details stored in the customer portal up to date. Before submitting a binding order or change, the Customer shall be shown the material service characteristics, prices, terms, billing periods and the applicable conditions governing changes, renewals and termination. The Customer shall receive confirmation of the receipt and content of the transaction in text form or a confirmation that is permanently accessible in the customer portal. Terminations, reductions or other changes relating to Microsoft products shall take effect only at the time permitted under the selected subscription model and Microsoft's applicable requirements from time to time. If the relevant function is unavailable in the customer portal, temporarily cannot be used for technical reasons or its use is unreasonable for the Customer for another reason for which the Customer is not responsible, the Customer may also make the relevant declaration to abtis in text form. Mandatory statutory rights and any deviating provisions in the individual agreement shall remain unaffected.

(3) The Customer shall not use the services unlawfully, distribute malware, infringe third-party rights, or adversely affect systems, networks or other users. In the event of a material or continuing breach, abtis may, after notice and the expiry of a reasonable cure period, take proportionate measures. No prior cure period shall be required where immediate action is necessary to avert an imminent threat or comply with statutory obligations.

(4) Where the Customer provides abtis with administrative, privileged or other access credentials, the Customer shall ensure that their provision and use for the agreed services is permissible and that the requisite authorisations are in place. The Customer shall inform abtis without undue delay of any changes to or revocation of such authorisations. abtis shall use such access credentials exclusively for the performance of the contract, protect them in accordance with the agreed security level and cease using them once the contractual purpose no longer applies.

§ 18 Data Backup

(1) Unless data backup services by abtis have been agreed, the Customer shall remain responsible for the appropriate, regular and verified backup of its data and systems. In particular, before any work during which a loss of data cannot be ruled out, the Customer shall maintain a current and complete backup.

(2) To the extent that abtis provides data backup services, it shall perform them in accordance with the agreed backup intervals, retention periods, storage locations, encryption requirements and restoration procedures. Verification of recoverability or a restore test shall be required only if expressly agreed. The Customer shall support restoration tests and review any logs and notifications provided without undue delay. Liability for failed or unusable backups shall be governed by § 13 and shall not be excluded on a blanket basis.

§ 19 Confidentiality, Use as a Reference and Non-Solicitation

(1) Each party shall keep confidential any information of the other party that becomes known to it in connection with the contract and that is marked as confidential or is recognisable as confidential in the circumstances, and shall use such information exclusively for the performance of the contract. Statutory disclosure obligations shall remain unaffected. The use of the Customer's name, trademarks or logos as a reference shall require the Customer's prior consent in text form.

(2) During the term of the contract and for twelve months thereafter, the parties shall refrain from directly and actively soliciting for employment any key personnel of the other party who were directly involved in the performance of the contract. General job advertisements, the engagement of recruitment agencies without targeting specific individuals and unsolicited applications shall remain unaffected. Claims for damages arising from a culpable material breach shall be governed by statutory law. Any contractual penalty shall require a separate individual agreement.

(3) The confidentiality obligations under paragraph (1) shall continue for five years after termination of the contract. With respect to trade secrets, they shall continue for as long as the relevant information qualifies for protection as a trade secret under the applicable statutory requirements. Irrespective thereof, personal data shall be protected in accordance with the applicable data protection laws and the data processing agreement.

§ 20 Final Contractual Framework

(1) These GTC, together with the contractual documents referred to in § 1(2), shall constitute the contractual framework governing the relevant contract. Amendments and supplements shall be subject to the applicable contractual and statutory requirements.