

General Terms and Conditions (GTC) of ISL Internet Sicherheitslösungen GmbH

1. Inclusion

- 1.1. These General Terms and Conditions – hereinafter referred to as GTC – shall apply by reference to them in the contractual documents applicable to these GTC to all transactions – including future contracts – whether Sale, Delivery, Manufacturing, Service or Purchase between ISL Internet Sicherheitslösungen GmbH – hereinafter referred to as ISL – and its customers or suppliers.
- 1.2. These GTC shall also apply if the customer has notified us of any deviating General Terms and Conditions of Business. The customer's terms and conditions shall not be accepted even if ISL does not expressly object to them again after receipt by ISL. Unconditional fulfilment of the contract does not constitute agreement with the customer's terms and conditions.
- 1.3. All regulations require the written form, with any agreement according to which the written form is to be cancelled also requiring the written form insofar as nothing different is stipulated in these Terms and Conditions.
- 1.4. The GTC of ISL valid at the time of conclusion of the contract in accordance with Section 3 of the GTC, when concluding a framework agreement, the Date of agreement of an individual contract apply. ISL reserves the right to change or supplement her GTC. It will inform the customer before any change or addition to the GTC. Changes and additions shall be deemed to have been accepted by the customer, unless the customer objects in text form within 6 weeks of notification. ISL shall draw the Client's attention to the consequences of the Client's silence in the notification of the amendment or supplement to these GTC. If the customer objects to the changes or additions, the previous GTC shall continue to apply. In this case, however, DTS is entitled to terminate the contract within 1 week of receipt of the objection by DTS with a notice period of 4 weeks to the end of the month. In this case, ISL can also declare the termination conditionally together with the notification. In the event of mandatory changes and additions to the GTC that are mandatory under applicable law or by court or official order, the above-mentioned deadlines may also be shorter.
- 1.5. The sale is made exclusively to entrepreneurs with the condition that they use the goods themselves or resell them exclusively to entrepreneurs, thereby excluding the fact that the goods are delivered to consumers. Production and delivery are carried out exclusively for entrepreneurs with the condition that they use the work themselves or sell it exclusively to entrepreneurs, thereby excluding the possibility that the work will be delivered to consumers. As an exception, this does not apply in cases where software is occasionally left to the provision of cloud storage

2. Offers and service descriptions

- 2.1. The offers of ISL are subject to change and non-binding. Verbal agreements and assurances made by our employees shall only become binding upon our written confirmation or conclusion of a contract.
- 2.2. The information, drawings, illustrations and technical data as well as the performance descriptions in the brochures, catalogues and advertisements are always non-binding and do

not lead to an agreement on quality unless they are expressly described as binding in the order confirmation or a contract.

- 2.3. ISL has ownership and copyright to cost estimates, drawings and other documents. They must not be made accessible to third parties and must be returned upon request. Third parties also include companies affiliated with the customer in terms of personnel or corporate law.

3. Conclusion and content of the contract

- 3.1. The written order confirmation from ISL shall be authoritative for the conclusion and content of the contract. If this deviates from the customer's order, it shall nevertheless be decisive if the Customer does not immediately object to this.
- 3.2. All public charges (taxes, fees, customs duties, etc.) arising from or in connection with the conclusion or performance of the contract outside the Federal Republic of Germany shall be borne by the customer.
- 3.3. If strikes and lockouts, cases of force majeure or the occurrence of other unforeseen events beyond the control of ISL significantly change the economic significance or content of the delivery or have a significant impact on the operation of ISL and these events are not only temporary in nature, the contract will be adjusted appropriately in good faith. If this is not economically justifiable, ISL may withdraw from the contract or, if it is a permanent supply relationship, terminate the contract for good cause.

4. Services

- 4.1 ISL shall provide the Customer with the services specified in the Order Confirmation.
- 4.2. In the case of Application Service Providing (ASP) services:
- 4.2.1. ISL operates these services in suitable computer rooms and generally makes the ASP services available for use via network connections (in particular the Internet, leased lines, VPN connections). For the connection of the customer and maintenance of the network connections, the customer himself is responsible for the requirements of his network connections (e.g. hardware, software, security, availability).
- 4.2.2. ISL guarantees an availability of the ASP services of 99% based on a period of one calendar year. This does not include planned downtime as a result of decommissioning; delays in which access to hardware is not possible at customer sites; and downtime that is outside the ISL's network interfaces.
- 4.2.3. Planned temporary restrictions may result from maintenance work that is necessary for proper operation in the interest of the Customer, or that is necessary due to technical changes in the facilities of ISL or other measures, provided that there is no fault of ISL for the changes or measures.
- 4.3. In order for the Customer to use the agreed services, it may be necessary to install and operate suitable hardware and software within the Customer's facilities. ISL can provide a recommendation for the selection of the required components on request and for a fee. The procurement and provision of these components is only the subject of the contract if it has been expressly agreed. Otherwise, the customer will procure and provide these components on his own responsibility.

- 4.4. If the subject of the contract is the use of software of ISL, ISL grants the customer the paid, non-exclusive, non-transferable, non-licensable right to use the software required for the agreed services for the term of the contract. The Software does not become the property of the Buyer.
- 4.3. In order for the customer to use the agreed services, it may be necessary to install and operate suitable hardware and software within the Customer's facilities. ISL can provide a recommendation for the selection of the required components on request and for a fee. The procurement and provision of these components is only the subject of the contract if it has been expressly agreed. Otherwise, the customer will procure and provide these components on his own responsibility.
- 4.4. If the subject of the contract is the use of software of ISL, ISL grants the customer the paid, non-exclusive, non-transferable, non-licensable right to use the software required for the agreed services for the term of the contract. The Software does not become the property of the Buyer.
- 4.5. If the subject of the contract is the use of ISL's software without expressly agreeing on maintenance, ISL is not obliged to provide new versions, releases or updates. ISL only provides new versions, releases or updates within the framework of a maintenance contract during the term of the maintenance contract; the above-mentioned right of use of the software shall then apply accordingly. The customer may only download software and data other than his own if this is indispensable for the use of the agreed services.
- 4.6. The services of the ISL may be supplemented or modified in order to improve the services or to adapt them to technical developments. This applies in particular if the changes are reasonable for the customer or are justified by changes in the law or decisions of the regulatory authority.
- 4.7. Dates and deadlines for the commencement of the provision of services by ISL shall only be binding if ISL has confirmed them in writing and the Client has fulfilled all conditions within its sphere of influence for the provision of the service with reasonable lead times for ISL.
- 4.8. ISL provides user documentation on its own systems exclusively in electronic form. The documentation contains information and provisions on the use of the services. With the conclusion of the contract, the customer receives the right to download the documentation and to reproduce it unchanged for his own purposes in an appropriate manner. Third-party property rights are to be adopted, the modification of the documentation by the customer is not permitted.
- 4.9. ISL offers training services for a separate fee and by prior arrangement.

5. Obligations of the customer

- 5.1. The Customer is responsible for entering and maintaining the necessary data for the proper use of the Services.
- 5.2. The Customer undertakes to ensure the connection of the Customer and the maintenance of the network connections itself on its own responsibility in accordance with the requirements for its network connections (including hardware, software, security, availability).
- 5.3. The use of the Services is exclusively for the intended purpose with the restrictions set out in Section 1.5 of these Terms and Conditions. The Customer undertakes not to enter any data that interferes with proper use for the Customer and third parties.

- 5.4. The Client undertakes not to violate any applicable legal provisions when using the Services.
- 5.5. The Client may not use the Services for improper purposes. The customer undertakes to comply with the regulations on data protection and the protection of the privacy of third parties. In particular, the customer undertakes to refrain from gaining access to third-party computer systems or to take actions that prepare for this.
- 5.6. The Client undertakes to refrain from gaining access to the source code of the Software provided by ISL or to take any action that prepares it.
- 5.7. The Client shall also ensure that data is stored regularly at least weekly out of its own interest.
- 5.8. The Client shall appoint a competent contact person authorized to represent the Client who shall provide the information necessary for the performance of the Agreement and who shall be able to make decisions.

6. Prices and Terms of Payment

- 6.1 Prices are set out in ISL's order confirmation to the customer. For prices not agreed there, the list prices of ISL apply. If the customer uses more licenses than agreed in the offer, the contract will be adjusted accordingly and the customer will pay for the additional service. If ISL sublicenses the provision of software from other manufacturers, ISL reserves the right to adjust the license costs in proportion to any price increases of the manufacturers, of which ISL undertakes to inform immediately. In the event that the price increase is greater than 200%, the customer receives a special right of termination, which is entitled to exercise within 10 working days of receipt of the increase notice by ISL in writing with a notice period ending on the day of the price increase. Incidentally, the agreed prices remain fixed for the first 24 months after the start of the contract. From the 25th month onwards, prices increase by 5% annually. The reciprocal right to adjust the contract pursuant to Section 313 of the German Civil Code (BGB) due to a blatant disturbance of the balance between performance and consideration remains unaffected.
- 6.2 One-time fees are due upon the provision of the Services by ISL. Ongoing prices are due in the first month of provision for the current month and are then due monthly in advance on the first day of each month for the term of the contract.
- 6.3 All other prices are due after the service has been rendered and the invoice has been received, with a notice period of 14 calendar days after invoicing.
- 6.4 In addition to the costs and prices, the VAT applicable at the time of the provision of the service will be invoiced additionally.
- 6.5 In the event of arrears of payment by the Client, ISL shall be entitled to interest at the statutory rate. In the event of arrears of payment of at least one month's fee, ISL may suspend the use of the Services until full payment has been made. The customer's obligation to pay monthly prices remains unaffected. The customer reserves the right to prove that ISL has not suffered any damage as a result of the continued provision of the customer account.
- 6.6 Objections to invoices must be submitted in writing to ISL within 30 calendar days of the invoice date, otherwise the invoice balance shall be deemed to have been accepted. Statutory claims of the customer in the event of objections after the expiry of the deadline remain unaffected by this.

- 6.7 The offsetting of claims of the Client as well as the exercise of a right of retention against ISL is excluded if they are disputed by ISL and have not been legally established.

7. Warranty

- 7.1. ISL guarantees that the ordered products and services are free of defects in accordance with the statutory provisions, unless otherwise stated below.
- 7.2. The warranty period is 12 months.
- 7.3. Within the scope of the warranty period, ISL shall remedy defects free of charge that the customer has notified in writing in a comprehensible form. ISL shall remedy the defect at its discretion by eliminating or circumventing the cause of the defect – at its choice at its registered office or at the installation site – or by resupplying it. If more than three subsequent performance attempts per defect fail, the customer has the right, at his discretion, to demand a reduction in remuneration, rescission of the contract or - if the conditions are met - damages.
- 7.4. Further claims of the customer against ISL are excluded, in particular claims for compensation for damages that have not occurred to the subject matter of the contract itself, such as in the event of loss or incorrect processing of data. This shall not apply to the extent that ISL is liable for intent, gross negligence or the absence of a warranted characteristic. In these cases, however, ISL shall only limit itself to reconstructing lost data from data material that the Customer is obliged to record in machine-readable form in accordance with Section 3.7 of these GTC.
- 7.5. There are no claims for material defects in the event of only minor impairment of usability, natural wear and tear or damage that occurs after the transfer of risk as a result of faulty or negligent handling, excessive stress, unsuitable equipment, defective construction or assembly work by the customer or processor in the supply chain or end user, chemical, electrochemical or electrical influences or those caused by special external influences arise for which ISL is not responsible.
- If the customer or a third party improperly carries out further processing, modifications or repair work, there are no defects or other claims for these and the resulting consequences. This also applies if the customer or a third party has attached or installed third-party parts or changed or supplemented software.
- 7.6. Complaints due to incomplete or incorrect delivery, as well as obvious defects, must be reported to ISL in writing within 10 days of receipt of the delivery at the latest.
- 7.7. If, after verification, the defect reported by the customer cannot be determined, the customer bears the costs of the inspection.
- 7.8. Processing of third-party guarantees: If ISL has delivered items for which a warranty is given by the manufacturer, ISL will provide all necessary cooperation actions so that the customer can enforce his warranty claims against the manufacturer. ISL already assigns to the customer all claims arising from the manufacturer's warranty commitment. Since a warranty is a contract between the manufacturer and the customer, the customer is obliged to establish the conditions for the performance of the claims under the warranty at his own expense, unless the customer has concluded a corresponding maintenance contract with ISL.

8. Liability and indemnity

- 8.1. Unless otherwise stated in these General Terms of Delivery or in applicable mandatory legal provisions, claims for damages and reimbursement of expenses by the customer against ISL, its executive bodies, its legal representatives and/or its vicarious agents shall be excluded regardless of the legal basis, in particular due to breaches of contract and/or tort. This shall not apply if ISL, its executive bodies, its legal representatives and/or its vicarious agents are guilty of intent or gross negligence and/or if essential contractual obligations are breached. In the event of a breach of material contractual obligations, however, the scope of liability shall be limited to compensation for typical foreseeable damage if ISL, its executive bodies, its legal representatives and/or its vicarious agents are only guilty of simple negligence, whereby in the case of simple vicarious agents this limitation of the scope of liability shall apply to all negligence. Furthermore, liability shall not be limited if ISL is compulsorily liable according to the law, e.g. according to the Product Liability Act, and/or in case of injury to life, body or health.
- 8.2. In all other respects, ISL shall be liable to the customer to the extent to which the existing business liability insurance provides compensation in accordance with the "General Insurance Conditions for Liability Insurance (AHB)" by ISL, in the amount of each individual claim for personal injury and property damage up to EUR 1,000,000.00 and for financial losses up to EUR 100,000.00, in each case limited to twice as much per year.

9. Duration of the contract

- 9.1. The contract is concluded upon receipt of the order confirmation by ISL by the customer and, unless otherwise agreed in writing, has a term of at least 12 months.
- 9.2. The contract is automatically extended by the agreed term, otherwise by a further 12 months if it is not terminated at the end of the term. The notice period is 30 days. A notice of termination must be in writing and sent by post in due time; receipt in advance by fax shall comply with the deadline if the notice of termination is received by the respective other contractual partner no later than 3 working days later.
- 9.3. The contract may be terminated by either party before the end of the agreed term if there is good cause within the meaning of the relevant statutory provisions.

10. Confidentiality, data protection

- 10.1. The Contracting Parties shall use all documents, information and data which they receive for the performance of the Agreement only for this purpose and, as long as they have not become generally known, shall treat them confidentially. These obligations remain in place even after the termination of the contract.
- 10.2. Both parties may subcontract, but must also impose the obligations under Clause 10.1 on the subcontractor.
- 10.3. ISL processes personal data exclusively in accordance with a separate data protection declaration, which implements the requirements of the European General Data Protection Regulation (GDPR) and the German Data Protection Act (BDSG). The privacy policy can be downloaded and read on the ISL website.
- 10.4. If the Customer or Supplier processes personal data, it guarantees that it is entitled to do so in accordance with the applicable legal provisions and, in the event of a violation, indemnifies ISL against all claims by third parties.

- 10.5. The Client agrees that ISL obtains information regarding the Client's creditworthiness from the Schutzgemeinschaft für allgemeine Kreditsicherung, credit agencies or credit insurance companies for the purpose of credit assessment and reports data due to non-contractual processing, such as an application for a dunning order in the case of an undisputed claim, an enforcement order issued or enforcement measures.

11. Transfer of rights

- 11.1 ISL may assign claims arising from this Agreement to third parties at any time.
11.2 ISL shall be entitled to transfer the rights and obligations arising from this Agreement to a third party. If the customer does not agree to this, the customer has the right to terminate the contract with a notice period of 4 weeks within 4 weeks of receipt of the notice of change.

12. Place of performance, place of jurisdiction, applicable law and contract language

- 12.1. Unless otherwise agreed, the place of performance for ISL's services and deliveries under a sales contract and the place of performance for ISL's services shall be Bochum.
12.2. All legal relations between the customer and ISL shall be governed by local law to the exclusion of the provisions of the United Nations Convention on Contracts for the International Sale of Goods.
12.3. The place of jurisdiction shall be the court responsible for the registered office of ISL, i.e. the Local Court of Herford or the Regional Court of Bielefeld - Chamber for Commercial Matters - unless otherwise prescribed by mandatory court law. In any case, ISL may also sue the customer at his place of jurisdiction.
12.4. The language of the contract is German, unless otherwise agreed in the individual contract.
12.5. These Terms and Conditions are available in German and English. In the event of different interpretations of the versions, the GTC in German shall prevail.