

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

1. General

1.1 ISL Internet Sicherheitslösungen GmbH provides Services for the contractual partner (Customer) according to the offer of ISL Internet Sicherheitslösungen GmbH and the order by the Customer.

1.2 The following agreement is part of the Contract between the Customer and ISL Internet Sicherheitslösungen GmbH. The Contract is concluded by the acceptance of the order by ISL Internet Sicherheitslösungen GmbH.

1.3 Any deviating agreements must be made in writing.

2. Services

2.1 ISL shall provide the Customer with the Services specified in the Service description of the offer.

2.2 In the case of Application Service Providing (ASP) Services, ISL shall perform these Services in suitable computer rooms and shall generally make the ASP Services available for use via network connections (in particular the internet, dedicated lines, VPN connections). The Customer itself shall be responsible for connecting the Customer and maintaining the network connections in accordance with the requirements for its network connections (including hardware, software, security, availability).

2.3 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 upon request and for a fee. The procurement and provision of these components is not the subject of this Contract. The Customer itself shall procure and provide these components on its own responsibility.

2.4 For the term of the Contract, ISL grants the Customer the paid, non-exclusive, non-transferable, non-licensable right to use the Software required for the agreed Services. The Software shall not become the property of the purchaser.

2.5 Unless a separate maintenance agreement is agreed in the Contract, ISL is not obliged to provide new versions, releases or updates. Within the scope of a maintenance agreement, ISL shall provide new versions, releases or updates during the term of the maintenance agreement, and the aforementioned right to use the Software shall then apply accordingly. The Customer may download software and data other than its own only if this is indispensable for the use of the agreed Services.

2.6 ISL's Services 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.

2.7 Dates and deadlines for the commencement of performance by ISL shall only be binding if they have

been confirmed in writing, and the Customer has fulfilled all prerequisites within its sphere of influence for the performance of the Service with reasonable lead times for ISL.

2.8 ISL guarantees 99% availability of the ASP Services for a period of one calendar year. This does not include planned downtime as a result of shutdowns; delays during which access to hardware is not available at Customer sites; and downtime that is outside of ISL's network interfaces.

2.9 Planned temporary restrictions may result from maintenance work required for proper operation in the interest of the Customer, or required due to technical changes in ISL's facilities, or other measures, provided that no fault of ISL is the reason for the changes or measures.

2.10 ISL shall provide user documentation on its own systems exclusively in electronic form. The documentation contains instructions and provisions for the use of the Services. With the conclusion of the Contract according to 1.2, the Customer shall receive the right to download the documentation and to reproduce it unchanged for its own purposes in a reasonable way. Industrial property rights of third parties shall be taken over, while the modification of the documentation by the Customer is not permitted.

2.11 ISL shall offer training Services for a separate fee and by prior arrangement.

3. Duties of the Customer

3.1 The Customer is responsible for entering and maintaining the data required for proper use of the Services.

3.2 The Customer undertakes to provide for the Customer's connection and maintenance of the network connections itself on its own responsibility, in accordance with the requirements of its network connections (including hardware, software, security, availability).

3.3 The use of the Services is exclusively for the intended purpose. The Customer undertakes not to enter any data that would interfere with proper use for the Customer and third parties.

3.4 The Customer undertakes not to violate any applicable legal provisions when using the Services.

3.5 The Customer 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 from taking actions in preparation for this.

3.6 The Customer undertakes to refrain from gaining access to the source code of the Software provided by ISL, or from taking any actions in preparation for this.

3.7 The Customer shall appoint a competent contact person authorized to represent the company, who is able to provide the information and make the decisions necessary for the execution of the Contract.

4. Prices and terms of payment

4.1 The prices for the use of the Services are specified in ISL's offer to the Customer. ISL's list prices apply for prices not agreed therein. If the Customer uses more licenses than agreed in the offer, the Contract will be modified accordingly and the Customer will pay for the additional Service.

4.2 One-time prices are due upon provision of the Services by ISL. Ongoing charges are due in the first month upon provision for the current month, and thereafter monthly in advance on the first day of each month for the term of the Contract.

4.3 All other prices are due after the Service has been rendered and the invoice has been received, within a period of 14 calendar days after the invoice has been issued.

4.4 In addition to the costs and prices, the sales tax applicable at the time the Service is provided will be invoiced additionally.

4.5 If the Customer is in arrears with payment, ISL may charge interest at a rate of 7% above the base interest rate. In case of payment arrears of at least one monthly fee, ISL may suspend the use of the Services until full payment has been made; the Customer's obligation to pay monthly prices shall remain unaffected. The Customer reserves the right to prove that ISL has not incurred any damage by continuing to hold the customer's account.

4.6 Objections to invoices must be made in writing to ISL within 30 calendar days of the invoice date, otherwise the invoice shall be deemed accepted. Legal claims of the Customer in the event of objections after expiry of the deadline shall remain unaffected.

4.7 The offsetting of claims of the Customer as well as the exercise of a right of retention against ISL shall be excluded if they are disputed by ISL and have not been legally established.

5. Warranty

5.1 ISL shall perform the owed Service within the scope of the offer and the Service description of the ordered products and Services.

5.2 Within the warranty period, ISL shall remedy defects free of charge, which the Customer has notified in writing in a comprehensible form. ISL shall, at its option, remedy the defect by eliminating the defect, bypassing the defect, or supplying a new product.

If more than two attempts at rectification per defect fail, the Customer shall have the right, at its option, to demand a reduction of the remuneration, rescission of the Contract or - if the prerequisites are met - damages.

5.3 Further claims of the Customer against ISL shall be excluded, in particular claims for compensation of damages which have not occurred to the contractual item itself, such as in case of loss or faulty processing of data. This shall not apply in cases of liability for intent, gross negligence, or the absence of a warranted characteristic. In this case, ISL shall be liable if the Customer has ensured that the lost data can be reconstructed with reasonable effort from data material that is recorded in machine-readable form.

5.4 The warranty shall not apply in respect of such

defects which are attributable to the fact that the contractual items have been modified or extended by the Customer itself, unless the Customer proves that such modifications or extensions are not the cause of the defect.

5.5 Complaints due to incomplete or incorrect delivery, as well as obvious defects, must be reported to ISL in writing within 10 days after receipt of the delivery at the latest.

5.6 In the event of the existence of defects, ISL shall, at its option, repair the contractual item complained about at its place of business or at the place of installation.

5.7 If, after inspection, the defect reported by the Customer cannot be determined, the Customer, provided it is a merchant, shall bear the costs of the inspection.

5.8 Settlement of third-party guarantees: If ISL has delivered items for which a warranty is given by the manufacturer, ISL shall provide all necessary cooperation to enable the Customer to enforce its warranty claims against the manufacturer. ISL hereby assigns to the Customer all claims arising from the manufacturer's warranty. Since a warranty is a contract between the manufacturer and the Customer, the Customer is obliged to establish the conditions for exercising the claims under the warranty at its own expense, unless the Customer has concluded a corresponding maintenance agreement with ISL.

6. Liability

6.1 ISL shall be liable for the Services provided by ISL in accordance with the following provisions, insofar as these are not based on restrictions of availability according to Clause 3 of these provisions, for delay, for the absence of a warranted characteristic, and for bodily injury. The performance characteristics of the Services described contain an exhaustive list of the characteristics of the Services without constituting a guarantee of quality within the meaning of §§ 443, 444, 639 BGB (German Civil Code). Otherwise, ISL shall only be liable if the damage was caused by ISL's legal representatives or vicarious agents due to gross negligence or intent.

6.2 ISL shall provide the maintenance of the offered Services and the associated software. ISL shall diagnose and remedy defects and malfunctions within a reasonable period of time. Defects are reproducible deviations from the contractually agreed specifications. In the case of third-party software licensed by ISL, liability shall consist of the procurement and import of generally available defect corrections, releases or updates.

6.3 ISL is liable for its employees, vicarious agents and assistants for damages

- 1) in accordance with the statutory provisions, without limitation of the damage amount, for damages caused by intent or gross negligence on the part of ISL's legal representatives and executive employees, or by serious organizational fault, and
- 2) in cases other than 1), limited to the damages that are typical and foreseeable due to the contractual

use of ISL's Services, i.e.,

- for damages resulting from culpable violation of essential contractual obligations,
- for damages caused by ordinary vicarious agents of ISL due to gross negligence or intent without breach of essential contractual obligations, and
- insofar as a case of impossibility, initial inability and delay exists.

ISL's liability for the absence of warranted characteristics, for fraudulent intent or defects of title, and under the Product Liability Act shall remain unaffected.

6.4 ISL's liability within the scope of the above Clause 6.3, in particular for consequential damages, shall be limited for each individual case of damage to an amount of up to 1.0 million euro lump sum for personal injury and property damage, and up to 100,000.00 euro for financial loss, in each case per damage event, in total to twice this amount per year.

6.5 During normal working hours, ISL shall offer customer support for those customers who have concluded a maintenance agreement.

6.6 Any further claims for defects, damages and reimbursement of expenses of the Customer other than those expressly mentioned in this Contract, irrespective of the legal basis, in particular claims for business interruption, loss of profit, loss of data and information, or consequential damage caused by defects, shall be excluded, unless liability is mandatory under the Product Liability Act, or in cases of intent, gross negligence, or breach of fundamental contractual obligations. Damages and reimbursement of expenses due to breach of material contractual obligations shall be limited to foreseeable damage typical for the Contract, except in cases of intent or gross negligence.

6.7 ISL shall not be liable for any defects or damages caused due to the specifications provided by the Customer. Fault-based liability for damages in the case of rented property (§ 536 a BGB [German Civil Code]) is excluded.

6.8. ISL shall be liable for the recovery of data only to the extent that the Customer has taken the usual and reasonable precautions for data backup, and has ensured that the data and programs that are available in machine-readable form can be reconstructed with reasonable effort.

7. Cooperation of the Customer

7.1 The Customer shall immediately report defects and other malfunctions to ISL in writing or by email, and by telephone, and shall provide all documents and information required to remedy the defect.

7.2 In the case of multiple grossly negligent or intentionally incorrect fault reports by the Customer, ISL shall be entitled to charge the Customer for the costs incurred by the fault reports, but at least EURO 50.00 per fault report.

8. Contract duration

8.1 The Contract shall come into effect with the

sending of the order confirmation by ISL, and shall have a term of at least 12 months, unless otherwise agreed in writing. It shall be automatically extended for the agreed term, or another 12 months if nothing else is agreed.

8.2 The Contract may be terminated by either party 30 days before the end of the Contract term. Notice of termination must be given in writing and sent to the contractual partner by mail or fax in due time.

8.3 The Contract may be terminated extraordinarily by ISL in case of substantial grounds. For ISL, substantial grounds shall be deemed to exist in particular, but not conclusively, if

- the Customer breaches the Contract in material respects,
- the preparation costs for the provision of the Services increase significantly due to changes in the Contract or other circumstances,
- the opening of insolvency proceedings against the customer's assets is applied for or refused, ISL receives written credit information indicating that the Customer is not creditworthy, or the Customer ceases or threatens to cease its business operations for other reasons,
- the Customer is in default of payment and does not pay in full within 10 days even after receiving a reminder
- material circumstances that were the basis for the conclusion of the Contract have changed so seriously that DTS cannot reasonably be expected to adhere to the Contract.

8.4. In the event of extraordinary termination by the customer, the Customer shall be obligated to reimburse those costs that arise due to longer notice periods of sales partners due to this Customer.

9. Secrecy, data protection

9.1 The contracting parties shall use all documents, information and data they receive for the execution of this Contract only for this purpose, and shall treat them confidentially as long as they have not become generally known. These obligations shall remain in force even after termination of the Contract.

9.2 Both parties may subcontract, and the obligations under Clause 9.1 shall pass to the subcontractors.

9.3 ISL shall store, process and use personal data exclusively for the purpose of enabling access to and use of the Services, as well as for billing purposes, and shall comply with the provisions of the GDPR and the German Federal Data Protection Act (BDSG) and other data protection regulations (e.g., the German Telemedia Act). ISL shall comply with the Customer's instructions. Instructions must be communicated in writing in good time, otherwise, the Customer's consent shall be deemed to have been given. ISL employees entrusted with the collection, processing and use of personal data are obliged to secrecy.

9.4 If the Customer collects, processes, or uses personal data, the Customer warrants that it is entitled to do so in accordance with the applicable legal provisions and, in the event of a breach, shall indemnify ISL against all claims by third parties.

9.5 The Customer agrees that ISL may obtain

information regarding the Customer's creditworthiness from the Schutzgemeinschaft für allgemeine Kreditsicherung (German Association for the Protection of General Credit), credit agencies, or credit insurance companies for the purpose of credit assessment, and may report data due to non-contractual settlement, such as an order for payment applied for in the case of an undisputed claim, a writ of execution issued, or enforcement measures.

10. Transfer of rights

10.1 ISL may assign claims arising from this Contract to third parties at any time.

10.2 ISL shall be entitled to transfer the rights and obligations resulting from this Contract to a third party. If the Customer does not agree, the Customer has the right to terminate the Contract with a notice period of 4 weeks within 4 weeks after receipt of the change notice.

11. Changes to the GTC

11.1 These GTC may be amended by ISL, provided that the amendments are reasonable for the Customer, taking into account the interests of ISL, in particular if these amendments do not imply any economic disadvantages for the Customer. ISL will inform the Customer in writing or by email at least 6 weeks before the effective date. The changes will become effective if ISL does not receive an objection within 6 weeks after the date of sending.

11.2 Should the change of the GTC be objected to, ISL shall be entitled to terminate the Contract with a notice period of 4 weeks.

12. Choice of law and place of jurisdiction

12.1 The contractual relations between the contracting parties shall be governed by the law of the Federal Republic of Germany.

12.2 The place of jurisdiction is Hagen in Westphalia if the Customer is a merchant within the meaning of the German Commercial Code.