General Terms of Maintenance of VenturisIT GmbH

1. Subject of the contract

These General Terms and Conditions of Maintenance apply to the contractual relationship between VenturisIT GmbH (hereinafter "VenturisIT") and customers with regard to the maintenance of software products (including extensions) of VenturisIT ("Software", "Software Product(s)"). Maintenance of hardware as well as maintenance of software products of other providers is not subject of this contract.

2. Services

2.1 VenturisIT provides the following services: the elimination of errors and defects of the software at its own discretion including documentation according to Clause 4, the further development of the software according to Clause 5 as well as the provision of a hotline according to Clause 7.

2.2 In the event of a change in the customer's installation environment (software or hardware) on or with which the software is used, VenturisIT is only obliged to continue the maintenance if it is a version of the software approved by VenturisIT for the changed installation environment or VenturisIT expressly continues the further maintenance after separate agreement and on the basis of adjusted prices if necessary.

2.3 If VenturisIT is not obliged to continue maintenance in accordance with Clause 2.2, VenturisIT may make the continued maintenance dependent on a reasonable increase in the maintenance fee.

2.4 This Maintenance Agreement does not cover: Old versions of the software, whereby any version of the software that does not correspond to the latest, generally delivered version is deemed to be an old version, as well as versions of the software modified by the customer on its own authority and software that is not used in accordance with the respective current release notes provided by VenturisIT.

2.5 VenturisIT is entitled to have its obligations under this contract performed by third parties.

3. Prices

3.1 Unless otherwise agreed in writing, the prices valid at the time of the order and shown in VenturisIT's price list plus statutory value added tax apply. They are calculated and due in advance for the period determined in VenturisIT's offer.

3.2 VenturisIT may replace the applicable prices with new prices at its reasonable discretion after a notice period of 3 months at the earliest after every 12 months. If the prices increase by more than 10%, the customer may terminate the maintenance contract within 2 months.

3.3 With the exception of contractually owed travel, travel expenses shall be charged additionally.

4. Remedy of defects

4.1 VenturisIT will remedy any defects in the software and documentation notified to it or of which it becomes aware as part of the planning for the further development of the software. If VenturisIT uses third party software which is not manufactured by VenturisIT, VenturisIT is

only obliged to obtain all available updates and to pass these on to the customer, provided that no further costs are incurred, instead of rectifying defects. Furthermore, VenturisIT will pass on user tips. VenturisIT is entitled to carry out defect removal work remotely, i.e. by remote maintenance. In this case, the customer will cooperate to the necessary extent, in particular by providing access. The parties undertake to comply with applicable data protection regulations if and insofar as personal data should be affected.

4.2 The standard for the existence of defects in the software is the specification of the software in the purchase contract and the specification of updates. In the event of changes/extensions to the software that have been made in the meantime against payment, the existence of defects shall be based on the specification of the changes/extensions in the corresponding manufacturing contract.

4.3 The customer must notify VenturisIT immediately of any defects that occur. The defects must be described and substantiated by corresponding (screen) printouts, or at least in writing. The customer must quantify any alleged deviations from performance data, stating the conditions of use.

4.4 The customer shall only be entitled to claim rectification of defects if reported defects are reproducible or can be shown in the manner specified in clause 4.3 or otherwise by machine-generated output.

4.5 VenturisIT can take into account the severity of the impairment caused by the defect when planning to remedy the defect and, if necessary, communicate workarounds to bridge the gap until an update is issued.

4.6 If it turns out before or after completion of the defect removal that the defect is not a defect of the software, VenturisIT is entitled to invoice the services rendered on the basis of its daily fee based on the then valid price list and the expenses it has incurred.

4.7 The customer is obliged
- to provide VenturisIT with further documents upon request,
- if necessary, to make its EDP available with the highest priority,
- If necessary, provide adequate staff support for system administration and computer operation,
- provide data carriers and peripherals; and
- to carry out corrective measures himself - if necessary according to VenturisIT's instructions and as far as possible.

5. Further development

5.1 VenturisIT may, at its reasonable discretion, further develop the software at any time on the basis of its own research or suggestions made by the customer or other users with regard to functionality and user-friendliness - insofar as this is not considered as elimination of errors.

5.2 Other adjustments and changes shall only be made on the basis of a separate development contract.

6. Updates

6.1 VenturisIT GmbH will deliver updates of the software due to programme changes/extensions according to clauses 4 and 5 or due to other programme changes (e.g. further development as a result of orders from other users) by sending corresponding data

carriers or making them available for download by the customer in the download area for maintenance customers.

6.2 The customer will install the updates himself. On the basis of this contract VenturisIT is neither obliged to install the updates - by whatever means - nor to support the customer in the installation. VenturisIT is, however, prepared to carry out the installation for the customer on the basis of a separate written agreement for a separate fee (unless otherwise agreed in writing, based on the time and effort involved in accordance with the then valid price list).

6.3 The customer is obliged to immediately accept and install all updates, at the latest, however, until the delivery of the following update. Clause 2.4. shall not be affected by this.

6.4 If the update requires a change of the existing data, VenturisIT will deliver a corresponding conversion software as part of the update.

7. Hotline

7.1 In addition to the services described in clauses 4, 5 and 6, the customer can make use of telephone support from the service centre responsible for him from Monday to Friday from 09:00 to 16:00 CET (excluding national and Hessian public holidays). In this case VenturisIT supports the customer by telephone in identifying, verifying, solving or circumventing software problems. This does not include support regarding the installation of the software and updates.

7.2 Clause 4.3 shall apply accordingly.

7.3 VenturisIT will also carry out a remote diagnosis if the corresponding technical requirements are met.

8. Warranty

8.1 The existence of defects is only subject to the Product specifications and descriptions of VenturisIT. Minor software errors are technically unavoidable and do not constitute defects as long as the practical usability is not impaired and there is no deviation from the agreed quality. Special requirements, wishes and ideas of the customer will only become part of the contract if expressly agreed in writing.

8.2 In the event of a justified notice of defects, the customer shall be entitled to the statutory warranty rights with the following restrictions:

8.3 VenturisIT may comply with the customer's request for subsequent performance at its own discretion by remedying the defect or by delivering a replacement product free from defects or by pointing out a possibility to avoid the effects of the defect.

8.4 VenturisIT also fulfils its obligation to rectify defects by making updates provided with an automatic installation routine available for download on its homepage. Unless there are special circumstances, the customer cannot demand the provision of a special error-corrected version of the software, but must be patient until the next regular update.

8.5 VenturisIT is entitled to temporarily eliminate errors in the software by means of workarounds until the error has been eliminated in one of the following regular updates. If a suitable workaround is provided, the error does not have to be eliminated in the following update.

8.6 The customer must generally allow VenturisIT at least three attempts at subsequent performance within a period of at least three months with regard to the same defect, unless the nature of the purchased item or the defect or other circumstances require otherwise.

8.7 The customer must allow VenturisIT at least 14 days for each attempt at subsequent performance, unless otherwise specified by the nature of the Product or the defect or other circumstances.

8.8 A withdrawal of the customer from the contract is excluded due to the legal nature of the agreement, unless a right of withdrawal due to defects of the Product exists at the same time.

8.9 If the client has used the software inappropriately, in an unsuitable installation environment, with defective software, on non-approved work units or addresses within a local network, or in connection with software not supplied by VenturisIT, exposed it to impermissible external influences, improperly installed it or made unauthorised changes to the software or its original identifying features, or retrospective changes to the hardware or the operating system programs, the defectiveness of the software cannot be assumed per se. In these cases the client must prove that the irregularities which have occurred are due to defects in the software and already existed at the time of handover. Absent such proof, warranty is excluded. Functional impairment of the software resulting from defective hardware or incorrect operation by the client as well as a merely negligible reductions in quality shall not be considered defects

8.10. In the event of rescission of the contract, the customer must also surrender or destroy all copies of the software and documentation made and confirm vis-à-vis VenturisIT that it has surrendered or destroyed all copies.

9. Limitations of liability

9.1 VenturisIT will only pay damages or reimburse futile expenses, irrespective of the legal grounds (e.g. contractual and quasi-contractual obligations, material defects and defects of title, breach of duty and tort), to the following extent:

9.2 Liability is unlimited in case of intent, for damages resulting from injury to life, body or health, and to the extent of a guarantee assumed by VenturisIT.

9.3 In case of other damages (not covered by 9.2 or 9.6) due to gross negligence VenturisIT is liable to the amount of the typical damage foreseeable at the time of conclusion of the contract.

9.4 In the event of a breach of an obligation due to simple negligence, the fulfilment of which is a prerequisite for the proper performance of the contract and on the observance of which the customer may regularly rely and the breach of which endangers the achievement of the purpose of the contract, VenturisIT shall be liable to the amount of the typical damage foreseeable at the time of conclusion of the contract.

9.5 VenturisIT reserves the right to invoke contributory negligence of the customer. In particular, the customer has the duty to back up data and to prevent malware according to the current state of the art. VenturisIT is not liable for the loss of data if the customer has not adequately backed up his data on a daily basis and secured it against interventions in the system.

9.6 In the event of injury to life, limb and health and in the event of claims under the Product Liability Act, the statutory provisions shall apply without limitation.

9.7 The above limitations of liability also apply to the personal liability of VenturisIT's employees, representatives and bodies.

9.8 The possibility of a liability insurance does not lead to a more extensive liability than regulated above and in Clause 8.2.

9.9 VenturisIT is only obliged to check instructions and documents of the customer for correctness if agreed in writing.

10. Term of the contract

10.1 The contract shall commence on the first day of the month following delivery of the software and shall be concluded for an indefinite period.

10.2 The contract may be terminated with three months' notice to the end of a calendar year, but no earlier than 12 months after the start of the contract. Termination due to defects pursuant to section 8, price increase pursuant to section 3.2 and for good cause shall remain unaffected. Section 3.2. and for good cause shall remain unaffected.

10.3 Notice of termination must be given in writing.

10.4 The termination of this contract shall not affect the existence of other contracts.

11. Final provisions

11.1 The customer's general terms and conditions shall not apply.

11.2 Amendments and additional agreements must be made in writing; this also applies to amendments to this written form clause.

11.3 If any provision of these Terms is or becomes invalid, void or unenforceable, the validity of the remaining provisions of these Terms shall not be affected.

11.4 German law shall apply with the exception of international codifications such as the United Nations Convention on Contracts for the International Sale of Goods of 11.4.1980 (UN Sales Convention). Place of performance is Bad Soden/Ts. The place of jurisdiction for legal disputes is Frankfurt am Main, provided that the customer is a merchant, a legal entity under public law or a special fund under public law and no special place of jurisdiction is provided for by law - e.g. for dunning proceedings. Each party is free to bring an action at the general place of jurisdiction of the other party.

11.5 In all other respects, the attached General Terms and Conditions of VenturisIT GmbH shall apply, unless deviating provisions have been made herein.

Status: Bad Soden, 01 August 2023