A. General Terms and Conditions of ZMI GmbH

§ 1 Scope, amendments

1. The following terms and conditions conclusively govern the contract relations between ZMI GmbH, Adolf-Kolping-Str. 11, 97725 Elfershausen (hereinafter referred to as "ZMI") and the respective customer and shall apply exclusively. Any terms and conditions of the customer conflicting with or deviating from these General Terms and Conditions (GTCs) are not acknowledged unless ZMI has expressly agreed to them in an individual case.

2. They apply exclusively to entrepreneurs. An entrepreneur within the meaning of these GTCs is a natural or legal person or partnership with legal capacity who, when placing an order, is acting in the exercise of their commercial or independent or professional activity.

3. ZMI reserves the right to amend these GTCs at any time without the need to state reasons. ZMI shall notify the customer of this at least two weeks before the amendment to the GTCs comes into effect and shall send them to the customer. If the customer fails to object to the amended GTCs within two weeks of being notified of the amendment, the amended GTCs shall be deemed to have been accepted. If the customer objects to the amended GTCs within the specified period, ZMI shall be entitled to terminate the contract at such time as the amended GTCs come into force or may continue under the previous GTCs.

4. Contracts are formed exclusively in German. German law shall exclusively govern the GTCs and contracts concluded with reference to them, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

5. All prices are quoted net in euros, to which the applicable statutory VAT is added.

6. In the event of conflicts in the contracts between the parties, the following order of priority shall apply:

    a. individual agreements
    b. Part B of these GTCs
    c. Part A of these GTCs
    d. the provisions of applicable German statutory law

§ 2 Formation of contract, subject-matter of contract, scope of services, place of performance

1. The individual contract is concluded when the customer submits written confirmation of the offer submitted to it by ZMI. ZMI shall be bound to its offer for a 14-day period.

2. The individual services and the scope of the services to be rendered by ZMI are specified in the individual offer and/or the contract concluded between the parties.

3. Unless otherwise agree, ZMI may also use third parties to perform the services. Without prejudice to ZMI's rights due to a default on the part of the customer, the delivery periods shall be extended by the period during which the respective counterparty fails to perform its obligations to ZMI.

4. If ZMI is in default with the provision of the services owed, the customer shall only be entitled to resile from the contract if ZMI fails to comply with the grace period set by the customer.

5. The place of performance shall, as a general rule, be the registered office of ZMI, unless otherwise specified in the contract or the nature of the activity would so indicate.

6. To the extent that the delivery of elements for electronic access control is the subject of the parties' contract, ZMI shall only be obliged to deliver the potential-free contacts with which control of an electric door opener, a motor lock or a barrier can be activated. ZMI is not responsible for installing door openers, motor locks or access readers, nor for creating a door list. The installation, cabling and power supply for the aforementioned components and access readers must be furnished by the customer. At the customer's request, ZMI will create a door list as a separately agreed, chargeable service.

§ 3 Obligations of the customer

1. The customer is obliged to use the services provided by ZMI, the works created and/or the rights of use granted solely for the purposes agreed by contract.

2. The customer is also obliged to ensure that the graphics, texts, images, information, data, photos and files provided to it by ZMI for the contractually agreed services to be provided by ZMI do not violate any legal regulations and/or the rights of third parties.

3. The customer is obliged to verify the legal permissibility of the commissioned services itself. This applies, in particular, in the event the services provided by ZMI violate data protection, competition law, copyright, trade mark or other ancillary copyright regulations.

4. If third parties assert claims against ZMI under the preceding clauses, ZMI shall inform the customer thereof without delay. The customer undertakes that it shall indemnify and hold ZMI harmless from any liability to third parties in this respect, shall support ZMI in its legal defence and shall bear the costs of reasonable legal defence, provided that ZMI is not jointly liable.

5. The parties shall work together in a spirit of trust and confidence. If one party to the contract becomes aware that information and requirements, whether its own or those of the other party to the contract, are incorrect, incomplete, ambiguous or unfeasible, it shall immediately notify the other party thereof and of the consequences that are apparent to it. The parties shall then seek a solution that is in the interests of both parties and endeavour to achieve this, if necessary in accordance with the provisions on change orders. The customer's obligations to cooperate are generally based on the specific contract and/or the circumstances of the specific contract. The list of obligations referenced is not exhaustive. In particular, the customer shall provide the following services free-of-charge:

    a. At the outset of the services, the customer shall submit all necessary or requested documents, process descriptions and other information in full.

    b. The customer shall ensure at all times during the term of the contract that knowledgeable sources of information are available and are willing to provide information.

    c. Immediately following formation of the contract, the customer shall designate a responsible contact who is able to answer all questions relating to the implementation of the project and make all related decisions.

    d. The customer shall, to the extent deemed necessary by ZMI, provide work and meeting rooms as well as access to common means of communication (Wi-Fi and Internet).

    e. To the extent deemed necessary by ZMI, the customer shall provide a sufficient number of workstations with the relevant IT

equipment and technology meeting current IT standards.

f. The customer shall grant each ZMI project employee remote access to the encrypted and secure connection from an external computer via the Internet to its required IT systems and shall make the same available for the entire duration of the project.

g. The customer shall provide the necessary access authorisations and user data for all systems required within the scope of the project, immediately after the contract has been concluded.

h. The customer shall ensure that any services for which third parties are responsible and which may have an impact on or are related to the services provided by ZMI shall be performed on time and in line with the required quality standards, and that all necessary information and results are provided to ZMI in good time.

i. To the extent deemed necessary by ZMI, the customer shall provide all necessary systems correctly configured at the technical level. The customer is responsible for securing communication, unless this obligation is imposed on ZMI by contract.

j. The customer shall ensure that the equipment provided for ZMI's provision of its services is up-to-date and that all firmware updates have been installed correctly.

6. If the customer fails to fulfil its obligation to cooperate, or does so incompletely and/or incorrectly, ZMI shall be entitled to claim additional remuneration for the additional expenditure incurred as a result, at its respective agreed hourly rates.

7. In many cases, ZMI uses third-party software/services. Please note that in such cases, ZMI can only provide its services if the customer agrees to those terms and conditions.

8. Any log-in details and other information must be kept confidential and may not be accessible to unauthorised third parties. It is also the customer's responsibility to ensure that access to ZMI's services is restricted to authorised users only. If there is a reason to fear that unauthorised third parties have gained or may gain knowledge of access data, ZMI must be informed immediately.

§ 4 Rights of use

1. The agreed rights of use for the services provided/delivered and/or works created by ZMI shall only pass to the customer upon receipt of full payment. In the event of recurring services, this transfer of the rights of use shall only apply upon payment of the respective monthly rental fee. If there is no separate agreement on rights of use in the underlying offer, the customer shall, as a basic principle, only be granted a simple, non-transferable, unlimited right of use for the intended purpose (except, that in the case of fixed-term contracts, such rights of use are limited to the term of that contract).

2. The customer shall have no claim to disclosure and/or transfer of the source code, unless mandatory statutory provisions otherwise provide.

3. In relations between the parties, all rights to any software shall remain vested exclusively in ZMI, unless rights are granted to the customer under these GTCs or any other agreement.

4. ZMI shall be entitled to freely use any R&D and any proprietary knowledge from orders/further developments in further orders and to exploit the same in its free discretion.

5. The customer may only use software in the system environment specified in the respective offer and at the specified location and for the agreed number of users/workstations, in so far as a limitation has been agreed. The customer may only use the software for processing its own data and for its own internal business purposes and undertakes not to use the software or parts thereof, either directly or indirectly, as a data processing service for third parties, unless this accords with the purpose of the contract.

6. The customer may not sell, give away, lend, rent or lease the software and rights granted for its use to third parties, either directly or indirectly, without the prior consent of ZMI. Authorisation to use the software in a network does not include the right to make the software available to other companies for their use.

7. The customer is not entitled to remove or circumvent the software's existing protection mechanisms against unauthorised use, unless this is necessary to achieve trouble-free use. Copyright notices, serial numbers and other features serving to identify the software may likewise not be removed or altered. The same applies to suppression of the screen display of corresponding features.

§ 5 Prices, terms of payment, default

1. The amount of remuneration and the billing method are based on the parties' contract or on these GTCs. As a rule, payments must always be made within 10 days of the due date.

2. If it is expressly stated in the contract that the specified amount of remuneration is a preliminary estimate, subsequent deviations are possible as a result of the project planning becoming more concrete or having been updated.

3. ZMI reserves the right to charge a 50% surcharge of the applicable standard rate for work performed

a. on Saturdays and weekdays between 5.00 pm and 9.00 am

b. a surcharge of 100% of the applicable standard rate on Sundays and public holidays in Bavaria, unless otherwise agreed. The amount of the surcharge shall be calculated on the basis of the applicable underlying contract.

4. Objections to invoices must be submitted to ZMI in writing. Invoices from ZMI shall be deemed to have been approved by the customer if no objection is raised within four weeks of their receipt. Timely despatch of the objection suffices to meet the deadline.

5. In the event of default of payment by the customer, ZMI is entitled to withhold further services and to interrupt ongoing services.

6. In the event of early termination of the contract, regardless of the manner, the services already rendered by ZMI up to the effective date of termination shall be remunerated in accordance with the parties' contract. Any statutory claims to which ZMI is entitled for early termination shall remain unaffected thereby. Any claims arising from this clause 6 shall be offset against any statutory claims.

7. In the case of long-term continuing obligations, the following shall apply:

a. ZMI shall be entitled to change its prices if such changes are reasonable to the customer, taking into account the interests of ZMI and of the customer. ZMI shall notify the customer of such price changes in writing at least four weeks before they are scheduled to take effect.

b. The customer may object to such changes within a period

set by ZMI and/or terminate the contract on the date on which the changes are scheduled to take effect. If the customer does not respond to the notification of changes within the period set by ZMI in its notice of changes, the changes shall be deemed to have been agreed, provided that this period was reasonable. In its notification of changes, ZMI shall inform the customer separately of the legal consequences of missing this deadline.

c. If the customer objects to a change in the service package or to a price increase without terminating the contract, ZMI shall be entitled to an extraordinary right of termination if continuation of the contract relationship with the customer on the previous conditions is unreasonable for organisational or commercial reasons.

d. ZMI may change the remuneration rates at most to the extent that the producer price index of the Federal Statistical Office in the economic sector WZ08-620: Information Technology Services (currently published in quarterly figures by the Federal Statistical Office) has changed. If the aforementioned index is no longer published, it shall be replaced by the index published by the Federal Statistical Office that most closely reflects the development of the producer price for information technology services. If this is the first adjustment to the remuneration, the change will be based on how the index develops between the index level published at the time the contract was concluded and the index level last published at the time of the notification of adjustment. If a remuneration adjustment has already taken place previously, the scope of change shall be defined by the development of the index between the last published index level at the time of the previous adjustment and the last published index level at the time of the new notice of adjustment.

e. Monthly fees (e.g. software maintenance and support, hosting, App, eAU, Planner, GPRS, rent, booking import) are invoiced annually in advance, starting from the date of the basic installation of the software, but no later than 4 weeks after delivery of the licence. Billing without basic installation of the software will only take place if the customer cannot prove that any delay and resulting billing without installation is exclusively or predominantly attributable to ZMI.

§ 6 Warranty/Liability
1. ZMI provides its services in line with the current state of technology. ZMI owes the industry-standard duty of care for all of its services. In determining whether ZMI is at fault, account must be taken of the fact that high-tech services in connection with hardware and software are not technically feasible without errors. Technical data, specifications and performance data in public statements, in particular in advertising materials, are not quality specifications and do not constitute warranty characteristics. The functionality of the service in question is based on the description in the offer and supplementary agreements made in writing.

2. In the case of the provision of works and services, ZMI assumes liability for defects in that the agreed works and services shall meet the requirements agreed upon in the contract and shall be fit for use in accordance with the contract. The limitations period for defects pursuant to sections 634, 434, 435 of the German Civil Code [German acronym: BGB] is one year.

3. In the case of contracts for the purchase of goods, the warranty period for rights under sec. 437 (1) and (3) BGB for new items of goods is one year from the start of the statutory limitations period, notwithstanding sec. 431 (1) (3) BGB. We disclaim any warranty for used items.

4. For so long as the customer has not yet paid the remuneration due under the respective contract in full and has no legitimate interest in retaining the outstanding remuneration, ZMI is entitled to refuse subsequent performance.

5. Liability for defects is excluded for defects caused by external factors for which ZMI is not responsible or by improper use by the customer. Liability shall likewise not apply if the customer itself or third parties make changes and/or additions to the goods and services provided by ZMI without its express written consent. However, the customer may provide evidence to the contrary that the respective change and/or addition is not the cause of the defect.

6. Before asserting claims for subsequent performance, the customer must examine with due care whether a defect giving rise to subsequent performance exists. If an alleged defect is not subject to the obligation to provide subsequent performance (Scheinmangel – "apparent defect") or if ZMI incurs increased expenses due to an insufficiently specific error report, the customer may be charged for the services provided by ZMI for verifying and troubleshooting the error, at ZMI's respective valid remuneration rates plus any expenses incurred, unless the customer would not have been able, even in the exercise of due care, to recognise the apparent defect.

7. Any error report must meet at least the following criteria:

- Notification of the ZMI helpdesk by e-mail (support@zmi.de) or by telephone on +49 9704 60392 - 150
- detailed description of the problem (error and expected reaction)
- screenshot of the error message, if possible
- a specific test case on the customer's system (preferably a test system provided by the customer), so that the error can be reproduced, if possible
- a description of how the error may be reproduced
- remote access data for the test system, if possible
- a contact who can provide information about the issue.

8. In the case of rental agreements, ZMI's no-fault liability for damages for defects already existing at the time the contract was concluded is hereby disclaimed.

9. The customer shall support ZMI in identifying and rectifying defects and shall immediately grant access to the documents from which the detailed circumstances surrounding the occurrence of the defects can be ascertained.

10. Subsequent performance shall be performed at ZMI's discretion by remediation of the defects, delivery of a program or other item that is defect-free, or by pointing out ways in which the effects of the defects may be avoided.

11. ZMI may also remediate the defects by providing the customer with instructions by telephone, in writing or electronically.

12. The customer is not permitted to remediate defects itself.

13. The place of performance for subsequent performance is the registered office of ZMI. Unless otherwise agreed, subsequent performance may be carried out by means of transmission of software by telecommunications, unless transmission by telecommunications is unreasonable to the customer, for example for reasons of IT security. In the event that such transmission is deemed unreasonable, any additional costs incurred shall be reimbursed by the customer.

14. ZMI is entitled to at least five attempts at subsequent performance within a reasonable time. The failure of a fifth attempt at subsequent performance does not necessarily mean that the subsequent performance has ultimately failed. Rather, ZMI is entitled to make further attempts at subsequent performance within the set deadlines or in view of the circumstances of the individual case.

15. ZMI shall be liable without limitation for losses caused through its intentional acts or gross negligence, in the event of fraudulent concealment of defects, in the event of an assumption of quality warranty, for claims based on the Product Liability Act, and for injury to life, limb or health.

16. ZMI shall only be liable for other losses if an obligation is breached, the fulfilment of which is of particular importance to achieving the purpose of the contract (cardinal obligation).

17. In the event of slight negligence in cases governed by § 16, ZMI's liability shall be limited to the amount of foreseeable losses that are typically expected to occur. In such cases, losses shall in any event be limited to the coverage amounts of the financial liability insurance taken out by ZMI (€ 5,000,000).

18. ZMI shall not be liable for the loss of data and/or programs in so far as the loss is due to the customer's failure to perform regular data backups at short intervals as customary in the industry, thereby ensuring that lost data can be restored with reasonable effort.

19. The foregoing liability provisions shall also apply to ZMI's vicarious agents.

20. In all further and other respects, we disclaim all liability.

§ 7 Force majeure
ZMI shall be released from its obligation to perform in cases of force majeure. Force majeure shall include all unforeseen events and events whose effects on the performance of the contract are beyond the control of either party. Such events include, in particular, lawful industrial action, including in third-party companies, and measures by public officials.

§ 8 Term and termination
1. Unless otherwise agreed, any fixed-term contracts are generally concluded to run until the end of the calendar year following the year in which the contract was made (31.12. of the following year). The contract relationship begins upon conclusion of the contract and may be terminated by either party in writing upon 3 months' notice to the possible end date specified in the first sentence hereof. The contract shall be automatically extended for a further year if not terminated in due time. In the event that the services do not commence until the calendar year following the contract, the calendar year in which the contract was concluded shall be relevant for purposes of a notice period.

2. The right of each party to terminate the contract without notice for good cause remains unaffected by the foregoing. ZMI is entitled to terminate the contract without notice, in particular, if the customer fails to make due payments despite reminders and the setting of a grace period, or violates the contract terms governing the use of the SaaS services. Termination without notice shall in any event require that the other party be given a written warning and requested to cure the alleged reason for termination without notice within a reasonable time.

§ 9 Rights of ZMI
1. ZMI is entitled to consult further specialists on specific questions, to replace project staff at any time with comparably qualified resources, to employ natural persons and legal entities as sub-con-

tractors, to use data (to the extent permitted by law) relating to the contract relationship in connection with performance or execution of the contract and to store and retain such data on data carriers itself or through vicarious agents, and to use the customer's name, logo and the type of specific activity as a reference after termination of the contract.

2. ZMI is entitled to immediately block any and all services if there is reasonable suspicion that stored data is illegal and/or infringes on the rights of third parties and/or there is reasonable cause to suspect that ZMI would be participating in the aforementioned actions through any involvement on its part. Reasonable suspicion of illegality and/or infringement of rights will, in particular, be deemed present if courts, authorities and/or other third parties inform ZMI of this. ZMI shall immediately notify the customer of the block and the reason for it, in consultation with the competent authorities and courts. The block shall be lifted as soon as the suspicion has been refuted.

§ 10 Travel expenses
1. The customer shall reimburse the costs of travel to the agreed project location and other travel expenses incurred in connection with the customer's order.

2. Travel expenses include, in particular, expenses for meals in the amount of the statutory meal allowance per day of travel, flights, overnight stays, train travel, rental cars, taxis, car use, car sharing or other transport service providers, parking fees and the like.

3. For journeys made by car by ZMI employees, the amount of EUR 0.90 per kilometre is reimbursable, unless flat-rate travel allowances have been agreed.

4. ZMI operates a cost-oriented planning system, under which the customer has the option of offering their own hotel contingents or hotel terms or car rental company contracts.

§ 11 Change of provider and data portability
1. The customer is entitled, at any time and regardless of any agreed minimum contract term, to switch to another provider offering the same type of service or to request the transfer of all its exportable data and other elements, including applications for which the customer has a right of use ('digital assets') to the ICT infrastructure at the customer's own premises. In this regard, the following points must be observed:

a. a service will be deemed 'of the same type' if the service has the same main purpose and the same service model for data processing and has the same main functions as the service provided by ZMI. The relevant type of service offered by ZMI is based on § 2 of these GTCs and the service descriptions provided by ZMI in its offer and/or the contract concluded between the parties.

b. exportable data is defined as data entered by the customer in the course of its use of the service or resulting from its use, including associated metadata that can be extracted from the service. This does not include data that serves exclusively the internal functioning of the service, protected content of third parties or of the provider (e.g. proprietary structures, algorithms, licences or trade secrets), including results, models or output data whose disclosure would allow conclusions to be drawn about the functionality, logic or algorithmic processes used by ZMI, unless their transfer is absolutely necessary for the customer's further use thereof. A list of exportable and non-exportable data can be found in Annexes 1 and 2 to these GTCs, in line with paragraph 9.

2. The customer shall notify ZMI of the initiation of the change of provider 2 months before it is carried out (notice period). The other termination provisions for the respective contract shall remain unaffected by this provision.

3. The transition period for the transfer of data to another provider or the ICT infrastructure at the customer's own premises shall not exceed 30 days from the expiry of the notice period under paragraph 2 hereof (transition period).

4. If the transition period is not technically feasible, ZMI shall notify the customer thereof within 14 days of the request for change and explain the technical reasons for this. ZMI shall specify an alternative transition period, which may not exceed seven months.

5. The customer is entitled to extend the transition period once for a period they deem appropriate for their own purposes. The respective contract shall continue unchanged during the transition period.

6. If the change of provider takes place before expiry of the regular agreed contract term and gives rise to premature termination of the contract in question, the customer shall pay ZMI a compensation payment equal to the amount of outstanding fees for the remaining term of the contract.

7. ZMI shall support the customer's exit strategy relevant to the agreed contract services or performance obligations, in particular by providing the relevant information.

8. During the transition period, ZMI shall support the customer by:

   a. providing the customer and third parties authorised by the customer with appropriate support in implementing the change, in so far as is reasonable and technically feasible for ZMI, in particular on the basis of the existing interfaces,

   b. acting with due care to maintain the business continuity and continue the contract services,

   c. informing the customer of any known risks to the uninterrupted provision of services,

   d. ensuring a high level of security during the change, in particular with regard to data transmission and during data access in the retrieval period as specified in sub-paragraph 10.

9. ZMI shall provide the customer with the following information:

   a. a list of all categories of data and digital assets that can be transferred during the changeover, including all exportable data (Annex 1 to these GTCs).

   b. a list of the data categories specific to the internal functioning of ZMI's service and which are excluded from the exportable data referred to in sub-para. 9 (a) due to the risk of breaching ZMI's trade secrets (Annex 1). However, this shall only apply if such exclusions do not hinder or delay the change of provider.

   c. further information regarding the available switching and porting procedures for exportable data referred to in sub-para. 9 (a), including the methods and formats available for this purpose and the technical restrictions known to ZMI shall be provided by ZMI to the customer in the ZMI Servicebase (https://servicebase.zmi.de), in constantly updated form.

10. After expiry of the transition period, the customer shall have the opportunity to retrieve their data for 30 calendar days ('retrieval period'). During the retrieval period, the security level specified in sub-paragraph 8 (d) shall remain in place.

11. The customer must notify ZMI within the notice period specified in sub-paragraph 2 – and in any event no later than by the end of this period – whether they

   a. are switching to another provider, in which case the customer must provide the necessary information about the new provider;

   b. are switching to an ICT infrastructure on their own premises; or

   c. request deletion of their exportable data.

12. The contract shall be deemed to have been terminated with regard to the exportable data as soon as the change has been successfully completed or after expiry of the notice period, provided that the customer requests the deletion of their data instead. ZMI shall inform the customer separately regarding the termination of the contract.

13. ZMI shall delete all exportable data and digital assets that were generated directly by the customer or that relate directly to the customer after expiry of the retrieval period or after expiry of an agreed alternative period, provided that the change has been successfully completed and that there are no legal retention obligations to the contrary. Upon request, ZMI shall confirm the deletion to the customer in writing.

14. The costs for any change fees shall are governed as follows:

   a. On or before 12 January 2027, ZMI may charge reduced fees for execution of the change, corresponding exclusively to the directly attributable, verifiable costs.

   b. As from 12 January 2027 onwards, no fees will be charged for the execution of the change.

   c. Additional services beyond the minimum legal obligations (e.g. accelerated migration, conversions to special formats, project-related support) must be commissioned separately and will be invoiced according to the applicable remuneration rates.

§ 12 Final provisions

1. If the customer is a merchant, a legal entity under public law or a special fund under public law, or does not have a general place of jurisdiction within Germany, or moves its place of residence or habitual abode outside Germany after conclusion of the contract, or where the customer's place of residence or habitual abode is unknown at the time the action is brought, exclusive jurisdiction for all disputes arising from and in connection with the contract relations between the parties in all such cases shall be vested in the courts located at the registered office of ZMI.

2. Should any provision of this agreement be or become invalid during the term of the contract, this shall not affect the remaining provisions of this agreement, which shall remain unchanged and in force. The invalid provision shall be replaced by another, permissible provision that comes as close as possible to the meaning and purpose of the invalid provision. Amendments and addenda to the respective contract shall only be valid if made in writing.

B. Special Terms and Conditions of ZMI GmbH

I. Services

§ 1 Obligations of the customer
The obligations of the customer are set out in the service description and the offer from ZMI, as well as in these GTCs. The customer is obliged to cooperate actively in all cases.

§ 2 Obligations of ZMI
1. The obligations of ZMI are set out in the respective contract and these GTCs. ZMI is not responsible for the success/achievement of the customer objectives for the commissioned goods and services.

2. Within the scope of the services, ZMI acts exclusively in an advisory capacity or for the provision of other services for which no successful outcome is owed. Responsibility for all tasks and all associated decisions remains exclusively with the customer.

3. Processes or events occurring after completion of work steps or the order itself do not oblige ZMI to update the findings already obtained or revise information passed on to the customer.

II. Works and services

§ 1 Obligations of ZMI
ZMI's obligations arise from the respective contract and these GTCs. In principle, the services provided by ZMI are to be classified as services for which no specific success is owed, unless this is offered and expressly communicated. The following provisions apply in the event that, in exceptional cases, ZMI provides works and services.

§ 2 Acceptance
1. Upon completion of the respective phase, ZMI shall make the works and services available for the customer's formal acceptance.

2. During formal acceptance, the customer shall check the functionality of the works and services in accordance with the contract, with the support of ZMI. A report shall be kept on the course of the acceptance testing. This report shall list the defects still to be remediated, specifying their defect categories. If there are no significant defects, the customer shall issue notice of formal acceptance.

3. Individual works and services provided by ZMI may be subject to partial acceptance. If the customer has declared unconditional partial acceptance, the customer cannot refuse overall acceptance on the basis of the defects in the partially accepted works and services that were already apparent to them at the time of partial acceptance and were not reported. If, despite final failure of overall acceptance, the customer has made productive use of the partially accepted works and services, it shall pay ZMI reasonable compensation for the benefits derived therefrom.

4. Formal acceptance generally requires the making of a declaration. However, works and services shall be deemed to have been accepted – even without a formal declaration of acceptance – if the customer uses the works and services productively. The works and services shall also be deemed to have been accepted if ZMI has set the customer a reasonable deadline after completion of the works and services and the customer has not refused acceptance during such period, indicating at least one defect.

III. Maintenance and support

§ 1 Subject-matter of the contract
These GTCs refer exclusively to the product or works provided to the customer and referenced in the offer and specify the works and services to be provided by ZMI.

§ 2 Scope of services
1. The maintenance and/or support services to be provided by ZMI to the customer are governed by ZMI's underlying offer. As a part of its services, ZMI generally supports customers in the everyday use of certain services on the basis of the charges for time spent. This usually includes answering specialist and technical queries regarding a product, its functionalities, data input and output, as well as providing support in the handling and operation of the product.

2. Software maintenance in the event of a malfunction/error is only provided for the latest version of the product provided by ZMI. The customer shall be responsible for purchasing and installing the necessary updates. Only modules that have been published ZMI, legally licensed and have not been modified are supported by maintenance and/or support services by ZMI. Third-party products such as compilers, runtimes, other tools or add-ons are not covered by the maintenance and/or support services to be provided by ZMI, even if they were delivered as part of the supported programs.

3. ZMI shall – where agreed - continue to deliver updates to the product to customers during the year, at intervals chosen by ZMI in its reasonable discretion, so that customers are able to benefit from general bug fixes or further developments of the product.

4. Updates are generally made available for downloading from the Internet. The installation of updates is provided by ZMI as part of its (chargeable) support services.

5. ZMI is not obliged to adapt its services to changing legal or other regulatory requirements or to adapt them to any changes made to the software, whether by the software manufacturer or third parties.

6. In connection with product updates, the customer shall not acquire the right to use functions that are subject to licensing and for which they have not acquired a licence. ZMI does not provide any services beyond the core area on the basis of the contract in question. In particular, ZMI is not obliged to:

> a. Provide information and advice with regard to changes in services that are not covered by the services owed under the contract, in particular adjustments to new products and services, changes to the customer's operating procedures or other changes or new legislation.
> b. Advice on possible adaptation of the software to a change in the hardware and/or software environment of the customer, including new program versions or implementation thereof.
> c. Advice on changed technical conditions (database update, system update, platform update, etc.).
> d. Other modifications, advice, additions and extensions to the software, for whatever reason, unless expressly owed.
> e. Training and other specialist support/advice.

§ 3 Service hours
Service hours are generally Monday to Friday from 9.00 h to 16.00 h local time, with the exception of 24 December, 31 December and public holidays at ZMI's registered office. The service is available 98% of the time specified in the first sentence hereof on an annual average, but availability may not be impaired or interrupted for more than two consecutive days, as specified in the first sentence hereof.

§ 4 Cancellations
For appointments cancelled by the customer with less than 1.0 hour's notice, ZMI shall charge a flat rate of 1.0 hour at the applica-

ble rates. The customer may provide evidence that ZMI has incurred no damages or a lesser amount of damages.

IV. Training

§ 1 Description of services
ZMI also offers design and implementation of training courses and workshops as well as organisational meetings. The scope, target group, number of participants and implementation of the training courses are specified in the respective contract/offer. ZMI is not obliged to achieve a specific training outcome. ZMI is not subject to any instructions from the customer with regard to the performance of its activities and the organisation of its working hours.

§ 2 Cancellation
An order for training may be cancelled by the customer free-of-charge up to 3 days before the start of the event. If, after this period has expired, it transpires that the customer is unable to attend the agreed training date for any reason whatsoever, the customer shall endeavour to offer an alternative date in consultation with ZMI. If the parties are unable to agree on an alternative date, 100% of the net fee plus applicable statutory VAT shall be payable by the customer to ZMI for such cancellation. The customer may provide evidence that ZMI has incurred no damages or a lesser amount of damages.

§ 3 Termination
Except for the cancellation as set forth in § 2, no ordinary termination of the contract is permitted. The contract may be terminated by either party without notice for good cause.

V. Licence purchase

§ 1 Description of services
The subject-matter of these Terms and Conditions is the permanent transfer of software to the extent offered/agreed in each case.

§ 2 Delivery and installation
The software shall be delivered to the customer in a manner customary in the market (e.g. USB stick or digital download). If required, ZMI shall carry out installation as part of a separate order.

VI. Software as a Service (SaaS)/Hosting

§ 1 Subject-matter of contract
1. ZMI provides SaaS services for the customer via the Internet in the area of software and hosting services.

2. The subject-matter of the contract – in so far as contractually required – is

    a. provision of the software specified in greater detail in an offer for use via the Internet and/or
    b. provision of storage space on external servers for the aforementioned purposes or other contractually specified purposes and/or

3. ZMI is permitted to engage sub-contractors for the provision of storage space.

§ 2 Provision of software
1. ZMI shall – to the extent agreed – provide the customer with the agreed software in its current version via the Internet for a fee for the duration of the respective contract. ZMI shall set up the software on a server that is accessible to the customer via the Internet.

2. The current range of functionalities of the software is specified in the respective offer or other agreements.

3. ZMI is entitled, but not obliged, to continuously develop the software and improve it in its discretion through ongoing updates and upgrades, including through third parties.

§ 3 Provision of storage space
1. ZMI shall - where agreed – provide the customer with a defined amount of storage space on a server for its data. The customer may store content on such server up to the contractually agreed volume. If the storage space is no longer sufficient to store the data, ZMI shall notify the customer to such effect. The customer may re-order additional quotas, subject to availability at ZMI.

2. ZMI shall, where required, ensure that the stored data may be accessed via the Internet.

3. The customer is not entitled to transfer this storage space to any third party, either in part or in whole, for their use, whether for a fee or gratuitously.

§ 4 Support
No support beyond the obligations arising from this contract is owed by ZMI, except where separately agreed.

§ 5 Interruption/Impairment of server availability
1. Modifications, changes and additions to the SaaS services and/or hosting services covered by the parties' contract, as well as measures for identification and remediation of malfunctions, shall only give rise to temporary interruption or impairment of accessibility where this is absolutely necessary for technical reasons.

2. Availability of the services shall be 98% on an annual average, including maintenance work, but availability may not be impaired or interrupted for more than two consecutive calendar days.

§ 6 Obligations of the customer
1. The customer undertakes not to store any illegal content on the storage space provided that violates applicable law, official requirements or the rights of third parties.

2. The customer is obliged to prevent unauthorised access by third parties to the protected areas of the software by means of the appropriate precautions. To this end, the customer shall, where necessary, instruct its employees to comply with copyright law.

3. The customer is responsible for entering and maintaining the data and information required to use the SaaS services.

4. The customer is obliged to check their data and information for viruses or other harmful components before entering it and to use state-of-the-art virus protection programs for this purpose.

5. The customer shall receive a 'User ID' and password from ZMI which are required for further use of the SaaS services. The customer is obliged to keep its 'User ID' and password secret and not to make them accessible to third parties.

6. The content stored by the customer in the storage space designated for it may be protected by copyright and data protection law. The customer hereby grants ZMI the right to make the content stored on the server accessible to the customer via the Internet when the customer requests it and, in particular, to reproduce and transmit it for this purpose and to reproduce it for data backup purposes.

VII. Software rental/App rental

§ 1 Subject-matter of contract
The subject-matter of the parties' contract is the rental of the software/mobile app specified in greater detail in an offer from ZMI for the contract term, for their use pursuant to the contract.

§ 2 Software provision
1. At the outset of the respective contract, ZMI shall provide the customer with the agreed software in its current version for a fee in a standard form customary on the market. In the case of mobile apps for smartphones, the customer is entitled to download the app from the respective app store and use it as intended.

2. The current range of functionalities of the software is specified in the respective offer.

3. ZMI shall remediate all software errors in accordance with these provisions within a reasonable time, subject to its technical abilities.

§ 3 Support
No support beyond the obligations arising from this contract is owed by ZMI, except where separately agreed.

§ 4 Rights and obligations of the customer
1. Upon termination of the contract relationship, the customer is obliged to return all original data carriers as well as all documentation, materials and other documents provided to the customer. The program and documentation must be delivered to ZMI free-of-charge. If transported by third parties, the shipment must be sent by secure means of transport (registered post, insured parcel or the like) and insured for an appropriate amount, at least twelve times the monthly rental fee. Proper return also includes the complete and final deletion of any copies that may exist.

2. ZMI may waive the return and order the deletion of the program and destruction of the documentation. If ZMI exercises this option, it shall expressly notify the customer thereof.

3. The customer is expressly advised that they may not continue to use the software after termination of the contract relationship and that failure to comply with this provision constitutes an infringement of the copyright holder's copyright.

ZMI GmbH, Adolf-Kolping-Str. 11, 97725 Elfershausen, www.ZMI.de

C. Annexes

Annex I to the General Terms and Conditions of Use of ZMI GmbH

Categories of exportable data pursuant to Article 25 Data Act
The following categories of data and digital assets, including all exportable data, may be transferred during the changeover:

- Lists of employees with personnel numbers, details of start and ending dates, status information (active/passive)
- Entries recorded per calendar year and edited by the customer
- Daily values available per calendar year

Categories of internal data pursuant to Article 25 Data Act
The following categories of internal data are excluded from export:

- Rules and logic for calculating and evaluating working hours, breaks, bonuses, overtime and shift models
- Entries recorded per calendar year and edited by the customer
- Database structures
- Log data (system logs, change logs, debug data)
- Integrity and security data

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