General Terms and Conditions of Haufe Service Center GmbH relating to Corporate Solutions from the Portfolio of Haufe Akademie

A. General Provisions

1. Scope, Conclusion of Contract, Integral Parts of the Contract

1.1 These General Terms and Conditions (hereinafter "GTC") shall apply to the rendering of services by Haufe Service Center GmbH (hereinafter "Contractor") in relation to individual corporate solutions pertaining to the portfolio of Haufe Akademie GmbH & Co. KG (including, but not limited to, in-house trainings, Digital Suite, development programmes, Corporate Academy services, platform solutions, organisation development, Haufe Fachakademien) for customers who are entrepreneurs as defined under Section 14 of the German Civil Code (*BGB*) (hereinafter "Principal"). The GTC shall expressly not apply to Contractor's services relating to Professional Development (*Persönliche Weiterbildung*) from the portfolio of Haufe Akademie GmbH & Co. KG.

1.2 The Contractor shall perform its services based only on these GTC, which consist of the General Terms and Conditions (**Part A**) and the additional Special Terms and Conditions (**Parts B, C, D and E**), which shall apply depending on the type of the service. The Principal will not acknowledge terms and conditions of the Contractor that are contrary or deviate from the Principal's GTC unless the Principal has explicitly agreed to their validity in writing. The tacit rendering of deliveries or services of the Contractor shall not imply their consent with contrary terms and conditions of the Principal.

1.3 The entire contractual relationship shall consist of

a. The provisions specifically agreed by and between the parties (including but not limited to agreements based on the Contractor's offers and the Principal's orders, being effective upon the Contractor's order confirmation or individual contracts bases on a master agreement);
b. The specifications and other schedules;
c. A master agreement (where applicable);
d. These GTC including the additional Special Terms and Conditions of Parts B, C, and D, where they are applicable;
e. The provisions provided by law.

1.4 Any and all documents stated in section A.1.3 are collectively referred to as the "Contract" hereafter. In the event of discrepancies between the contractual documents, the order of priority stated above shall apply. Individual and written agreements made between the parties in individual cases shall take precedence over these GTC. In any case, the provisions of any Data Processing Agreement ("DPA") to be concluded with regard to services shall take precedence over this contract.

1.5 These GTC are available in German and English. In the event of a dispute as to the terms of these GTC the German version shall prevail.

2. Scope of Services, Remuneration, Terms of Payment, Third-Party Services

2.1 Any and all services and prices shall be agreed by the parties in a separate contract.

2.2 The relevant invoice amount without any early payment discount or other deductions shall be paid to the account stated in the invoice no later than 14 days after receipt of the invoice ("Payment Term"). In case of payment by direct debit, the invoice amount will be debited from the specified bank account 14 days after the invoice date.

2.3 Objections against invoices shall be raised vis-à-vis the Contractor after their receipt in text form without undue delay.

2.4 Any and all prices are net prices and exclusive of value added tax (VAT) in the amount provided by law at the time the service is rendered.

2.5 In the event the Principal makes use of less than the agreed services, this shall not entitle the Principal to any price reduction.

2.6 The Contractor has the right to assign qualified third parties, including but not limited to affiliated companies (*verbundene Unternehmen*) as defined under Section 15 et seqq. of the German Stock Corporation Act (*AktG*), for rendering their services.

3. Principal's General Obligations to Cooperate

3.1 The Principal shall promote the Contractor's rendering of services by engaging in appropriate acts of cooperation. The Principal shall ensure that the Contractor is provided with any and all documents required for

the performance and check the order in full and free of charge without any specific request to do so in good time. The Principal shall also ensure that the Contractor is informed of any and all processes and circumstances that might be of importance for rendering the services. This shall also apply to documents, processes, and circumstances that become known only during the Contractor's activities.

3.2 The Principal shall appoint qualified employees to coordinate the contents and/or to define special requirements (if required).

3.3 Where the services are rendered at the Principal's premises, the Principal shall make available suitable venues with the equipment determined in advance free of charge and in good time.

3.4 Where the Principal infringes their obligations to cooperate and the Contractor cannot finish their services in full or in part within the agreed time for this reason, then the Contractor shall be released from the obligations to perform the services affected thereof for the period until the obligations to cooperate are performed, provided that the act of cooperation is substantial for the Contractor. Moreover, the Contractor shall be entitled to charge additional costs that are incurred due to the infringement of the obligations to cooperate to the Principal.

4. Materials, Intellectual Property, Right to Information

4.1 Any and all of Contractor's materials, such as training documents, analyses, statements, and digital contents (hereinafter "Materials") shall be made available exclusively in electronic form, except the parties have agreed otherwise.

4.2 Any and all Materials made available by the Contractor are protected by copyright. Any and all property rights in the Materials shall remain with the Contractor and/or the relevant holder of rights respectively.

4.3 Unless agreed otherwise, the Principal may use the Materials exclusively for purposes covered by the Contract and the specifically agreed scope of services during the term of the Contract and after termination of the Contract. In particular, the Materials shall be available to the Principal's authorised employees for the purpose of continuing education and qualification.

4.4 If materials of the Principal in which copyrights or other industrial property rights exist are required for the provision of services, the Principal shall grant the Contractor and the companies affiliated with the Contractor within the meaning of Sections 15 et seq. AktG (German Stock Corporation Act) a non-exclusive right to use the materials insofar as this is necessary for the performance of the contract. This also includes use by the Contractor's subcontractors during contract fulfilment.

4.5 Where Materials of the Principal that are protected by copyright or other property rights are required to render the services, the Principal shall grant to the Contractor and the Contractor's affiliated companies (*verbundene Unternehmen*) as defined in Section 15 et seqq. of the German Stock Corporation Act (*AktG*) a non-exclusive right to use the Materials where this is necessary for the performance of the Contract. This also includes the use by subcontractors of the Contractor within the course of performance of the Contract.

4.6 Insofar as the Contractor provides the Principal with software, the Contractor reserves the right to commission a third party bound to confidentiality to inspect the number of licences used during the Principal's normal business hours, if necessary on the Principal's business premises, on reasonable grounds which must be proven. For this purpose, the Principal shall grant the third-party access to the respective software after prior consultation. Each party shall bear the costs incurred as a result of such an inspection. However, if it is determined that there is a breach of contract, the Principal shall bear all costs alone.

4.7 Where the Principal uses the relevant provided software to an extent that qualitatively (regarding the type of the authorised use) or quantitatively (regarding the number of the acquired licences) goes beyond the scope of the acquired rights of use, then they shall acquire the necessary rights of use for the permitted use without undue day as of the period of the exceedance. Further claims of the Contractor are reserved.

5. Industrial Property Rights of Third Parties

5.1 If the use of the services under the Contract infringes rights of third parties, including but not limited to industrial property rights of third parties, and if third parties assert claims against the Principal due to such infringements of rights, then the Contractor shall have the right, at its own costs and at its own discretion, either

a. To provide the right to use the services in an unchanged form or
b. To modify the services in such manner that they no longer infringe rights of third parties while performing at least the contractually agreed characteristics.

5.2 Moreover, the Contractor shall hold the Principal harmless of asserted claims of third parties within the scope of the limitations of liability in section A.6 provided that
   a. The Principal informs the Contractor of the asserted claim in writing without undue delay;
   b. The Principal cooperates with the Contractor in an appropriate manner and provides the Contractor and its representatives any and all relevant information upon request to the extent this is required or appropriate in relation with the defence;
   c. The Principal enables the Contractor to take all decisions on the defence of the claims with the costs incurred to be borne by the Principal.

5.3 Where the claim of the third party is based on
   a. Changes in the service the Contractor has not agreed to within the scope of this Contract or otherwise, or
   b. The use of the service in a way other than as agreed according to the intended purpose of this Contract, or
   c. The use of the service based on hardware and software environment not approved for use by us,

   then there shall be no obligation of the Contractor according to sections A.5.1 and A.5.2.

6. Liability

6.1 The Contractor shall be liable for any and all damage arising in relation to this Contract, regardless of the actual or legal grounds, pursuant to the following provisions only.

6.2 In the event of intent (*Vorsatz*) and gross negligence (*grobe Fahrlässigkeit*), claims pursuant to the German Product Liability Act (*Produkthaftungsgesetz*), injury to life, limb or health and to the extent of a guarantee assumed by the Contractor, the Contractor shall be liable without limitation according to the statutory provisions.

6.3 In the event of slightly negligent (*leicht fahrlässig*) breach of a material contractual obligation (*wesentliche Vertragspflicht*) (obligation whose performance is required to facilitate proper execution of the Contract and upon whose performance the contractual partner relies on and may be expected to rely on, what is called cardinal obligations (*Kardinalspflichten*), the Contractor's liability shall be limited to compensation for loss and damages which are foreseeable and typical.

6.4 The Contractor shall be liable for the loss of data only in case of slight negligence (*leichte Fahrlässigkeit*) under the conditions provided by and to the extent of section A.6.3 and only if the Principal has saved their data in daily intervals in an appropriate form for the data being able to be retrieved with reasonable effort.

6.5 The Contractor shall not bear any further liability. In particular, the Contractor shall not be liable for defects already existing upon conclusion of the Contract (Section 536a of the German Civil Code – *BGB*), lost profits and other consequential damage (*Mangelfolgeschäden*), unless the requirements of sections A.6.2 and A.6.3 are met.

6.6 The above limitations of liability shall also apply to the personal liability of the Contractor's employees, representatives (*Vertreter*), or bodies (*Organe*).

7. Force Majeure

7.1 Where force majeure (*höhere Gewalt*) prevents a party from performing its service obligations under this Contract in full or in part or renders a party unable to ensure performance of such obligations, such party shall be released from such obligation for the duration and to the extent the force majeure prevents the performance of the services.

7.2 In any case, force majeure shall refer to combat actions (regardless of whether war has been declared), riots, explosions, fire, flood, earthquakes, epidemics, pandemics, and labour disputes that disrupt the business operation either completely or significantly, as well as government actions, omissions or measures or compliance with governmental requests, and disruptions of industrial installations or parts thereof which serve to perform obligations under this Contract.

7.3 In the event of a force majeure event, a party shall inform the other party thereof without undue delay and provide specific information, including but not limited to the extent and, to the extent reasonably possible, the anticipated duration of the force majeure event.

8. Export Restrictions, Sanction Laws

8.1 The Contractor's services are subject to the proviso that the performance does not violate export restrictions or corresponding sanctions laws. In such a case, the Contractor shall not be obliged to perform. The Contractor shall inform the Principal of the impediment to performance in text form.

8.2 In particular, the Principal must not access, use or facilitate another user's access to Virtual Services according to section B.3 and to Software according to Part C of the GTC, if this involves infringement of the rules stated in section A.8.1. Infringements of such export restrictions or sanction laws by the Principal shall give the Contractor the right to rescind (*Rücktritt*) the Contract, and in the case of a continuing obligation (*Dauerschuldverhältnis*) to terminate the Contract without notice for good cause (*außerordentliche Kündigung*).

9. Data Protection

9.1 When rendering the services being the subject matter of the contract, the parties undertake to comply with the pertinent data protection provisions, including but not limited to the provisions of the General Data Protection Regulation (GDPR) and the German Data Protection Act (*BDSG-neu*) as the controller or processor. Liability relating to the processing of personal data shall be in accordance with Art. 82 of the GDPR.

9.2 Where the Contractor processes personal data as the controller, the details shall be determined by the data protection statements of the relevant service.

9.3 Where processing is to be carried out on behalf of a controller, the parties shall enter into a contract for processing on behalf of a controller pursuant to the legal provisions of Art. 28 of the GDPR.

9.4 The parties shall ensure that any and all employees dealing with processing of personal data are bound to secrecy / confidentiality in writing.

9.5 The recording of an event by the Principal is not permitted.

10. Confidentiality

10.1 The parties are obliged to treat this Contract and the information made accessible to them by the other party under this Contract as well as knowledge, such as of a technical, commercial or organisational nature, they obtain about the other party's matters on the occasion of this collaboration confidential and not to exploit, use or make such information and knowledge available to third parties and without the prior written approval of the affected party during the term as well as after termination of this agreement.

10.2 Disclosure to third parties who are bound to secrecy due to a legal obligation does not require approval. Disclosure to affiliated companies (*verbundene Unternehmen*) as defined in Section 15 et seqq. of the German Stock Corporation Act (*AktG*) and subcontractors who need the information for the activities when performing the services under the Contract, does not require approval either. However, the parties shall ensure that any and all employees are bound to corresponding obligations to secrecy. Use of such information is restricted to the use for executing this Contract only. Each party shall inform the other party of any potential unauthorised disclosures or potential loss of confidential information without undue delay after gaining knowledge of such disclosure.

10.3 The obligation laid down in section 10.A.1 shall not apply to information, that
   a. The other has provably lawfully obtained from third parties,
   b. Were provably already known in the public domain upon conclusion of this Contract or became known in the public domain without infringement of this obligation of secrecy subsequently,
   c. Were provably already at hand of the party who receives this information, or
   d. The party who receives such information had already and provably developed independently from the disclosure.

10.4 By the mutual disclosure of information, regardless of the existence of property rights therein, no property rights, licences, rights of use or any other rights are granted.

10.5 The prohibition of disclosure does not apply to the extent that the parties are obliged by law or by orders of a court or authority to disclose the information. In this case, the party obliged to disclose must, however, notify the other party of the disclosure of the information for the other party to have the possibility to defend itself against such disclosure and to prevent or to restrict it. The party obliged to disclose shall be committed to the best of its abilities toward the bodies of authority ordering the disclosure that any and all confidential information, that needs to be disclosed, will be treated confidentially.

10.6 Where login details are required to use the services, the Principal is obliged to keep them secret. The Principal will inform the Contractor without undue delay if there are any indications for an abusive use of the login details. The Principal shall, as a rule, be liable for any and all activities conducted by using the Principal's login details, unless they can prove that they have not infringed the duty of care (*Sorgfaltspflichten*).

10.7 The obligations to secrecy of this Contract shall continue even after termination of this Contract.

11. Term, Termination, Consequences of the Termination

11.1 The term of the Contract and the rights to proper notice of termination (*ordentliche Kündigung*) shall be individually agreed by and between the parties.

11.2 The right of both parties to terminate for good cause shall otherwise remain unaffected. In particular, the Contractor shall be entitled to terminate this Contract for cause without notice (*außerordentliche Kündigung*) if:

a. The Principal is in default of payment for a period exceeding two months of an amount that corresponds the agreed remuneration for the use of the services for the period of two months;
b. A user account was transferred or the login details to the service was made available to third parties without our prior approval;
c. Obligations under this Contract have otherwise been breached and the breach of contract has not been remedied despite the setting of a deadline with a threat of rejection or measures have been demonstrated that are appropriate to prevent the breach of contract from recurring in the future.

11.3 In the case of termination of the Contract, regardless of the legal ground, the parties shall be obliged to wind up the contractual relation properly (*ordnungsgemäße Vertragsabwicklung*). For this, the Principal may order further support services for migrating data. The conditions of such further support services shall be agreed by and between the parties separately.

12. Modifications to these GTC

12.1 The Principal is entitled to modify the GTC even during the existing contractual relationship in compliance with the procedure set-out below, provided that by taking the Contractor's interests into account, the modification can be reasonably expected from the Contractor, i.e. it does not involve any substantial legal or economic disadvantages and there is a valid reason for the modification. Such reason exists, including but not limited to, where new technological developments or amended requirements in legislation and case law require a modification of the GTC.

12.2 The Contractor shall inform the Principal of modifications of the GTC no later than 30 days before such modifications are planned to enter into force. The Principal may object to the modifications in writing within 30 days after receipt of the notification. If no objection is lodged and the Principal continues to make use of services or deliverables after expiration of the objection period, then the modifications shall be deemed to be agreed to be effective for any and all deliverables to be rendered after the expiration of the deadline. In the event the option to object is not exercised when providing such notice, the Contractor shall advise the Principal of the aforementioned deadline and the legal consequences of its expiry.

13. Statement to Dissociation from Certain Organisations and Methods

The Contractor clearly dissociates itself from organisations such as Scientology and refuses any cooperation with this or similar organisations and the companies affiliated to them. The Contractor hereby declares that it does not work according to a method ("technology") of L. Ron Hubbard. The Contractor shall not organise any seminars based on the aforementioned "Technologies" and does not knowingly maintain business relations to persons, firms, or organisations that promote the introduction of the method ("Technology") of L. Ron Hubbard or support the distribution of said methods ("Technology") of L. Ron Hubbard.

14. Form, Severability Clause, Choice of Law, Place of Jurisdiction

14.1 This Contract or individual provisions hereof may only be modified or invalidated due to written agreements. This shall also apply to the requirement of the written form above. The parties agree that the Contract may also be signed digitally, and that the general (simple) electronic signature will suffice to meet the requirement of the written form.

14.2 Should one or several provisions of the contract be ineffective or invalid or contain a gap, then the validity of the remaining provisions shall remain unaffected. The invalid or ineffective provisions shall be construed or replaced in such a way that they most nearly correspond to the intended purpose of this Contract. This shall apply to any gap as well.

14.3 This Contract shall be governed by the law of the Federal Republic of Germany. Application of international uniform law, including but not limited to the UN Convention on Contracts for the International Sale of Goods (*CISG*), shall be excluded.

14.4 Where the Principal is a merchant (*Kaufmann*) as defined in the German Commercial Code (*Handelsgesetzbuch*), a legal entity under public law (*juristische Person des öffentlichen Rechts*) or a special fund under public law (*öffentlich-rechtliches Sondervermögen*), the sole place of jurisdiction for any and all disputes arising from or in relation with this Contract shall be Freiburg i. Br., Germany. In any and all cases, however, the Contractor shall be entitled to bring an action at the place of performance of the obligation to perform the services according to the GTC or according to a prevailing individual agreement (*Individualabrede*) at the Principal's general place of jurisdiction as well. Any prevailing legal provisions, including but not limited to exclusive jurisdictions, shall remain unaffected.

B. Special Terms for Company In-house Services

1. Scope

The Special Terms **Part B.** shall apply in addition to **Part A.** for company in-house trainings, workshops, coachings, process assistance and moderations, i.e. of any type of qualification measures and consulting services exclusively rendered for the Principal in their business offices, in third party event locations or virtually via video conference platforms (hereinafter "Company In-house Services").

2. Scope of Services and Execution

2.1 The scope of the company's in-house services is set out in the contractual agreements and service descriptions.

2.2 The subject matter only constitutes the agreed service, not a specific economic result or a training result. The order shall be carried out pursuant to the principles and standards of the profession.

3. Virtual Services

3.1 In the event the Company In-house Services are rendered online via a video conference platform that is provided by the Contractor, the Principal is obliged to ensure that the technical requirements required by the Contractor in the individual case are met (such as a stable Internet connection, current browser version, loudspeaker(s) or headset, and installation of video conference software, as the case may be). The Principal is obliged to test the functionality of the technical requirements prior. Technical problems during the performance of the services shall be communicated to the Contractor without undue delay.

3.2 A potential outage due to the defective performance of the technical requirements requested by the Contractor, even during the virtual event, shall not release the Principal from the contractual obligation of payment.

3.3 If Company Internal Services shall be rendered on a video conference platform or other online collaboration platforms that are provided by the Principal, then the Contractor shall not assume any statutory warranty (*Gewährleistung*) for the functionality and availability of the technical platforms made available. In this case, the Principal shall provide the Contractor with the login details, and, as the case may be, inform the Contractor of any other requirements for access in good time prior to the start of rendering the services.

4. Cancellation, Changes in the Services

4.1 The Principal may cancel or postpone Company In-house services free of charge up to **six weeks** prior to their commencement. If Company In-house services:
a. Are cancelled or postponed in coordination with the Contractor later than **six weeks** prior to their start, then the Contractor shall be entitled to charge 40%,
b. Are cancelled or postponed in coordination with the Contractor later than **three weeks** prior to their start, then the Contractor shall be entitled to charge 60%,
c. Are cancelled or postponed in coordination with the Contractor later than **one week** prior to their start, then the Contractor shall be entitled to charge 85% of the agreed fee.

The Contractor is entitled to fully charge the Principal for any conceptual work already done at the time of cancellation, regardless of any cancellation fees.

4.2 Notwithstanding B.4.1, coaching sessions may be cancelled or postponed free of charge up to **five workdays** prior to their start. If coaching sessions
a. Are cancelled or postponed within **five to two workdays** prior to their start, the Contractor shall be entitled to charge 50%,
b. Are cancelled or postponed within **48 to 24 hours** prior to their start, the Contractor shall be entitled to charge 75%,
c. Are cancelled or postponed within **24 hours** prior to their start, the Contractor shall be entitled to charge 100% of the agreed fee.

In the event of coaching sessions are postponed three times, two coaching hours shall be charged at 100%.

4.3 In the event Company Internal Services are cancelled due to illness of the trainer, coach, consultant, etc., force majeure or any other unanticipated events (including, but not limited to official prohibitions that render the execution of a Company Internal Service impossible, or restrictions that lead to an disproportionate effort for the Contractor to carry out the event, that result in unpredictable consequences for performance of the services, overload of the telecommunications networks and similar technical breakdowns in the case of virtual services beyond the Contractor's area of responsibility), the parties may agree on another date and/or location and/or another person to conduct the Company Internal Service. In the event that the Contractor cannot offer any suitable replacement, then remuneration already paid for agreed services shall be reimbursed. Any further claims shall be excluded without prejudice of the provisions in A.6.2.

C. Special Terms for Software as a Service (SaaS)

1. Scope

1.1 These Special Terms **Part C.** shall apply in addition to **Part A.** with respect to the granting of use of software as a Software as a Service (SaaS), such as in form of e-learnings, that are organised and administered via a

learning management system (LMS), limited in time for the term of the Contract. The provision of software (e.g. on data carriers or for download) for local installation is expressly not a subject matter of the Special Terms for SaaS according to Part C. of these GTC.

2. Granting of Rights

2.1 The Contractor shall grant to the Principal a non-exclusive, non-transferrable and non-sublicensable right of use in the contractually agreed software and the associated user documentation limited in time to the term of the Contract. This right of use shall apply to the companies affiliated (*verbundene Unternehmen*) with the Principal as defined in Section 15 et seqq. of the German Stock Corporation Act (*AktG*) within the scope of the agreed number of users. The provisioning of the software shall be restricted to the use of the software as a service for retrieval via the Internet. This right of use shall also include the use of the software components customised according to the customer requirements.

2.2 This shall also apply to new versions, updates or upgrade of the services during the term of the Contract. However, the Contractor is not obliged to provide new versions, upgrades, or updates unless this is absolutely mandatory to remedy defects.

2.3 Unless the parties have agreed otherwise, the right of use shall be valid for a period of no more than one year starting upon the date of activation of the software.

3. Scope of Services, Change in the Scope of Services

3.1 Unless agreed otherwise, the following services shall be included:
- a. Customised tenant
- b. Availability of the courses/contents as commissioned
- c. Hosting of the Principal's data in a high security computer centre

3.2 An integral part of the services is also the provision of storage space on central servers that may be used to store the data created and processed with the software and other data of the Principal for the term of the contractual relationship. Archiving the data is not a subject matter of the Contract; this shall apply including but not limited to any retention periods to be adhered to under commercial and tax law.

3.3 The delivery point of the service shall be the router output of the computer centre used by the Contractor. Connection to the Internet, providing or maintaining the network connection to the computer centre as well as the procurement and provision of network access components are not a subject matter of this Contract.

3.4 The scope of services is otherwise determined by the individual contractual agreements made between the parties.

3.5 The Contractor reserves the right to carry out troubleshooting and adaptation measures at any time, including but not limited to:
- a. Modifications in the Software which are not covered under upkeep services, including but not limited to adaptation to new products and services, as well as changed operational procedures of the Contractor;
- b. Adaptation of the Software in new program versions (such as new releases, updates/upgrades) of third-party software used in the system;
- c. Any other Software adaptations, additions and enhancements.

3.6 The Principal may refuse the Contractor's performance of other troubleshooting and adaptation services only if their performance is demonstrably unreasonable in view of the Principal's operational performance.

3.7 The Contractor also reserves the right to update, to further develop and to adapt their course portfolio to currently demanded topics for legal, technical and editorial reasons. For this purpose, the Contractor is entitled to add, to change or to remove individual contents to or of the course portfolio. In the event of removal of a course, the course contents may be continued to be provided to participants already enrolled in the courses for up to 12 months. The Contractor shall inform the Principal of the course portfolio mix at irregular intervals. This information shall be sent to the email address stated by the Principal.

3.8 The aforementioned services are exhaustive. No other services – unless separately agreed otherwise – shall be owed, including, but not limited to, the rendering of installation, adaptation, programming, consulting and training services.

4. Configuration Services

4.1 Where a service in form of a configuration is owed, acceptance (*Abnahme*) shall be made. Partial acceptance shall only be permitted upon prior consultation between the Parties. Where agreed, a protocol of the acceptance shall be created to be signed by both parties.

4.2 Where the performance is not in conformity with the Contract and the Principal therefore rightly refuses acceptance, or the software is accepted subject to the reservation that the defects stated in the protocol are eliminated, the Contractor shall be obliged to perform the services in conformity with the Contract and to remedy the defects, to inform about the anticipated duration of the remediation of the defects and to give notification of the elimination of the defects after completion of the remediation without undue delay.

4.3 Minor errors corresponding to Error Class 2 in accordance with section C. 7.5 shall not prevent the service from being accepted but shall be remedied within the scope of claims for defects (Mängelansprüche). They shall be recorded as defects in the written declaration of acceptance.

5. Special Obligations to Cooperate

5.1 The Principal is obliged to render the following services of cooperation in full and in good time:
- a. To provide the documents, protocols, sample outputs and other information relevant for troubleshooting when reporting an error;
- b. Not submit any data that contain computer viruses or any other malicious code;
- c. Not to use any software, other technology or processes that are suitable to impair the operation, security and availability of the service.

5.2 The Principal is in charge for meeting requirements such as current hardware, operating system, browser, and other technical requirements as are needed for proper use and access to the software.

5.3 The minimum requirements for the Principal's hardware and software environment correspond to the current status of the hardware and software generally available on the market. If updates, service packs or more recent programme versions (releases) are recommended or offered by the manufacturers, these shall be assumed as standard and pointed out accordingly. This serves the security of the Principal, the compatibility of the programmes with each other and the development of innovative products. The use of an outdated hardware and software environment may lead to impairments for which no warranty is assumed.

5.4 If the state of the art (such as browser, plugins, operations systems, etc.) undergoes general changes, then the Contractor shall not assume any warranty (*Gewähr*) that the software being the subject matter of this Contract maintains its suitability as agreed in the Contract even under the changed circumstances.

6. Data Export and Migration, Support Services provided by the Contractor, Termination of the Contract

6.1 The Principal has the right, upon request, to
- a. change to another provider of data processing services, irrespective of the term of the contract, or
- b. transfer all exportable data and digital assets to an ICT infrastructure on its own premises, or
- c. delete the exportable data and digital assets.

6.2 The request for a change pursuant to Section C. 6.1 must be provided to the Contractor in writing (in text form). The notice period shall be two months from receipt of the notification by the Principal. Upon expiration of the notice period, a transition period of 30 calendar days shall commence, during which the change will be technically implemented. After the end of the transition period, the Principal shall be granted a data retrieval period of at least 30 calendar days. The Principal shall retrieve its data in full within this period at the latest. After the change request has been declared, the Contractor's support team shall activate an export tool for the Principal. The Principal may export the data himself. If the Principal requires further support for the change, the Contractor shall make the necessary preparations for the change within the notice period in consultation with the Principal. The Principal must actively participate in the joint creation of a plan that regulates the implementation of the change. This includes in particular the clarification of technical, organizational and time-related processes in order to ensure a smooth transition. In special cases, the transition period may be extended as follows:
- a. By the Contractor: by a period of up to seven months if the technical implementation of the change is not possible within the standard transition period. The Contractor must duly substantiate this technical impracticability and inform the Principal thereof within 14 working days of the change request.
- b. By the Principal: The Principal is entitled to extend the transition period once by a period it deems appropriate.

6.3 Transferable data and digital assets constitute content imported by the Principal itself as well as system, user and usage data.

6.4 During the transition process, the Contractor undertakes to:
- a. provide reasonable support to enable the change;
- b. act with due care to ensure the continuity of business operations;
- c. inform the Principal of any known risks to the uninterrupted provision of services.
- d. Ensure a high level of security during the migration and data transfer, in particular in accordance with applicable Union or national law.

6.5 The contract shall terminate either upon successful completion of the change or, following expiration of the notice period, if the Principal requests the deletion of his data. As soon as the Principal confirms to the Contractor that the change process has been successfully completed, the Contractor must inform the Principal of the termination of the contract

without delay. Following notification of the success of the change, the Contractor shall delete all exportable data and digital assets without delay. If the Principal does not confirm the successful change, it may be requested to do so by the Contractor. If this is not confirmed within 30 working days, it shall be assumed that the switch was unsuccessful and the contract shall not be terminated but continued under the existing conditions. The Contractor is obliged to continue to provide the contractually agreed services in full until the termination of the contract. The Principal is obliged to pay the agreed remuneration until the contract is terminated. The Contractor shall be entitled to claim compensation in the event of early termination. The amount is at the discretion of the Contractor.

7. Availability, Service Level and Support

7.1 The Contractor warrants (*gewährleistet*) availability of 98.5 % during the operating hours. Planned maintenance works shall be conducted, as a rule, outside the service hours. Where maintenance works become exceptionally necessary for urgent, technical reasons not to be delayed during the service hours, then a notice shall be made at a suitable spot in the software in good time if possible.
Operating hours: 24h x 365 days
Service hours: Mondays through Fridays, 8:00 a.m. - 6:00 p.m. CET (not on national holidays in Germany)

7.2 Error reports shall be made in text form (email) with an exact description of the error without undue delay where possible.

7.3 Documented, reproducible errors shall be analysed and remedied by competent staff following recognized industrial standards. However, successful remediation of errors is not guaranteed. Errors in terms as is meant here is any reported disruption that constitutes a difference in the quality/functionality of the software from the offer documents or the user documentation, and
   a. has an effect on the usability to an extent that is not only marginal, or
   b. Data are corrupted or lost.

7.4 Where a disruption occurred cannot be reproduced, then they shall not be deemed an error. In this case, the parties shall agree on the how to proceed.

7.5 "Response Time" is the time within which the Contractor is obliged to start resolving the error and give preliminary feedback to the Principal regarding the status of these efforts. The Response Time depends on the error class; the following error classes and Response Times shall apply:
Error Class 1 – Response Time 8 hours:
It is not possible to use the services productively or only with significant impairments or essential performance features are missing.
Error Class 2 – Response Time 5 working days:
Any other errors.

7.6 The Contractor shall not be obliged to provide support:
   a. In the case of errors that are based on admissible changes or adaptations of the software by the Principal;
   b. For software other than the software being the subject matter of this Contract (including but not limited to third party software that is used in the Principal's systems);
   c. For errors that are based on improper or not authorised use of the services or on operating errors of the Principal, unless the operation is made in compliance with the user documentation;
   d. In the event of any defects in the hardware of the Principal;
   e. If the services are used on the hardware and software environments other than the Principal's admissible hardware and software environments stated in the user documentation.

7.7 If the Principal has reported an error to the Contractor and a test provides that a case as laid down in section C.7.6 applies, then the Contractor may invoice the services rendered for troubleshooting at the Contractor's hourly rates applicable to such services to the Principal.

8. Statutory Warranty

8.1 The Contractor shall give a warranty (*gewährleistet*) for the agreed characteristics and the range of functions of the software in conformity with the relevant specification during the entire term of the Contract. The Contractor shall not owe any further characteristics of the Software or any other guarantees unless the Contractor has given its express warranty of such characteristic or guarantees in writing.

8.2 After a proper reporting of the errors, the Contractor will remedy errors reported according to section C.7.2.

8.3 For cure, the Contractor shall, at its choice, remedy the error, provide the Principal with a new, defect-free version of the Software, or demonstrate to the Licensee reasonable (*zumutbare*) options for preventing adverse consequences from the defect. The Principal must take over a new Version of the Software unless this leads to unacceptable adaptation and conversion problems.

8.4 If the Contractor cannot remedy the error, and this substantially reduces or fully eliminates the software's fitness for purpose, the Principal shall set an appropriate grace period in writing. If then the error to be remedied still cannot be cured, then the Principal may terminate the Contract. Self-help is excluded.

8.5 If, while the Software is used, the effective availability agreed in section C.8.1 is fallen short for reasons that the Contractor is responsible for, or if the Response Times according to section C.7.5 are not complied with, then the Principal is entitled to reduce the agreed compensation pursuant to the legal provisions.

8.6 Where a configuration is owed, the Contractor represents and warrants (*leistet Gewähr*) that the manufactured work in form of the configuration is fit for the intended purpose. The warranty period shall be twelve (12) months. It shall commence upon acceptance. If defects appear during this warranty period, then the Principal may, at its discretion, remedy the defect by cure (*Nachbesserung*) or subsequent delivery (*Nachlieferung*). Cure (*Nachbesserung*) or subsequent delivery (*Nachlieferung*) shall be deemed failed after the second unsuccessful attempt unless the type of the item or the defect or any other circumstances provide otherwise. In such case, the Principal may withdraw from the Contract, reduce the compensation by declaring it to the Contractor or claim damages. Self-help is excluded.

9. Contents of the Principal, Data Blockage, Holding Harmless

9.1 It is solely the Principal's responsibility to ensure that the images, videos, and linguistic works provided by the users of the relevant Software and any other information that the Principal makes available to the public on the data memories or on the Principal's Intranet do not infringe applicable law and do not infringe any rights of third party.

9.2 In the event that an infringement is asserted due to this content of the Principal that had been transmitted to the data memory provided by the Contractor, then the Contractor shall be entitled to temporarily block the relevant data if the infringement has been plausibly demonstrated. The blockage shall be lifted provided the legality of the content has been proven. Without prejudice of further rights and claims, the Contractor is entitled to terminate the Contract for good cause without notice. Where the infringement was committed culpably, the Contractor shall be compensated for damages thus incurred and it shall, upon first request by a third party, be held harmless against any third-party claims. The Contractor shall also be indemnified and reimbursed for the necessary costs that arise or incurred due to legal action / legal defence. Further rights remain reserved.

D. Special Terms for Provision of Digital Contents for Use and Integration into Own Learning Infrastructure

1. Scope

The Special Terms **Part D.** shall apply in addition to **Part A.** for the acquisition of digital contents that are provisioned to the Principal for permanent use and integration into their own learning infrastructure.

2. Granting of Rights and Scope of Services

2.1 Upon full payment of the agreed remuneration, the Contractor shall grant the Principal a non-exclusive, non-transferable right, limited in time and space to the duration and scope of the contract, to use the digital content exclusively for its internal training and further training of its employees.

2.2 According to the specific agreements with the Contractor, the right of use is either limited to a fixed number of specific employees (Named User) or allows access to any and all employees of the Principal (Enterprise Licence). The Principal may activate the digital contents according to the scope of the licence (number of users) within the company or provide access to the employees correspondingly. The Principal does not have any right to adapt or further develop the digital contents.

2.3 The Principal shall be entitled to create a backup copy, where this is required in order to ensure future use. The Principal will attach a visible note "Backup copy" and a "Copyright notice" of the Contractor to the created backup copy.

2.4 Unless separately agreed otherwise, installation and configuration services shall not be included in the scope of services.

3. Statutory Warranty

3.1 The Contractor shall give a statutory warranty (*Gewähr*) for the agreed characteristics as well as for the fact that the Principal may use the digital contents without infringing rights of third parties. The statutory warranty for material defects shall not apply to defects that are based on the fact that the digital contents are used in a hardware and software environment that do not do justice to the contractually agreed requirements or for changes and modifications the Principal made in the digital contents without being entitled to do so by law, under this Contract or based on the Contractor's prior written approval.

3.2 After receipt, the Principal shall inspect the digital contents for obvious defects without undue delay and inform the Contractor of any obvious defects without undue delay; otherwise, any statutory warranty (*Gewährleistung*) for such defects shall be excluded. This shall apply accordingly if such defect becomes apparent later. Section 377 of the German Commercial Code (*HGB*) shall apply.

3.3 In the event of a material defect, the Contractor has to the right to cure (*Nacherfüllung*), i.e. to remedy the defect ("Repair" (*Nachbesserung*)) or a replacement delivery at its own choice. During the replacement delivery, the Principal may take on a new version of the digital contents, unless this leads to unreasonable impairments.

3.4 The Principal shall facilitate the Contractor's access to the digital contents and the documentation required for the purpose of remediation of the defect.

E. Terms of Use for the "AI Learning Assistant"

For the use of the "AI Learning Assistant", the Terms of Use "AI Learning Assistant", which are available at the following link: https://ki-lernassistent.haufe-akademie.de/assets/Nutzungsbedingungen_KI-Lernassistent.pdf ("Terms of Use") apply in addition to **Parts A. and C**. Clause 5 (Availability) of the Terms of Use shall not apply to any Corporate Solutions.

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