

### 1. Scope of Application

- 1.1. These General Terms and Conditions (hereinafter referred to as "GTC") form the basis for all the services provided by Onventis GmbH (hereinafter referred to as "Onventis") to companies pursuant to Art. 14 of the German Civil Code (BGB) as customer in connection with the Onventis Software solutions (hereinafter referred to as the "OS-solution").
- 1.2. These GTC also apply to the intended use of the OS-solution, which the Customer grants to authorised third parties with the permission of Onventis. Authorised third parties within the meaning of these GTC are, for example, suppliers or dealers for buyers placing orders or suppliers and buyers for sellers placing orders.
- 1.3. The following provisions also apply to authorised third parties, even if the customer is listed alone, unless the provision contains an explicit distinction between the obligations of the customer and authorised third parties.
- 1.4. The GTCs shall also apply to the extent that, in the course of ongoing business relations, no explicit reference is made to them at a later date or if Onventis its services implicitly in the knowledge of the customer's terms and conditions that conflict with or deviate from its GTCs.
- 1.5. Any conflicting terms of the customer shall only apply if Onventis expressly acknowledges them in writing.

### 2. Contractual Services

- 2.1. The subject of the contract between Onventis and the customer is the provision of the OS-solution hosted in a data centre.
- 2.2. A further subject matter of the contract may be the provision of IT-specific services such as support, implementation, customising, consulting, setting up interfaces, importing files, as well as the provision of training by Onventis.
- 2.3. Onventis shall render the aforementioned services to the customer, as well as to the customer's suppliers or buyers, so that they are able to use the OS-solution.

### 3. Scope of Service, Period of Performance

- 3.1. For the duration of the contract, Onventis shall make the OS-solution available to the customer, in return for payment, for use by the number of authorised users agreed in the offer. The granting of the OS-solution by the customer to authorised third parties with the permission of Onventis is limited to the term of the contract agreed between the customer and Onventis and the number of authorised Users. For the purpose of the granting of use by the Customer, Onventis operates the OS-solution on servers in a data processing centre that are accessible to the customer and authorised third parties via the Internet.
- 3.2. The point of transfer for the contractual services provided by Onventis shall be the router output to the Internet in the data centre used by Onventis. The Internet connection of the customer or of third parties authorised by the customer pursuant to Clause 4.2, maintenance of the network connection and procurement and provision of the hardware and software required on the part of the customer shall not form part of the services deliverable by Onventis.
- 3.3. Onventis shall provide the customer with the latest version of the OS-solution available at the time. Onventis shall notify the customer within a reasonable time frame of any changes to the OS-solution.
- 3.4. Only those deadlines for provision of service communicated by Onventis in text form shall apply to the services deliverable by Onventis.
- 3.5. Onventis provides the customer with access to the OS-solution for the agreed number of authorised users. All passwords chosen by the customer and authorised third parties must be kept secret and may not be passed on to other persons. The authorised third party receives the corresponding access data from the customer.
- 3.6. Documentation on the OS-solution and Onventis Hosting shall be made available to the customer in German and English for use via the Internet.
- 3.7. Onventis is also entitled to arrange for the deliverable services, as stipulated in the contract, to be rendered by a third party as its subcontractor. Onventis shall enter into a Data Processing Agreement pursuant to Art. 28 of the General Data Protection Act (GDPR) with subcontractors who, in connection with the rendering of services deliverable as part of the contract, could have access to personal data of the customer and its customers.

### 4. Granting Rights of Usage

- 4.1. Limited to the term of this contract, Onventis shall grant the customer the non-exclusive, non-transferable and non-sublicensable right, subject to the provision in Section 4.2, to use the OS-solution via the Internet within the scope of services and usage specified by Onventis. If new versions of the

OS-solution are made available by Onventis during the term of the contract, the right of usage defined above shall also apply to these versions.

- 4.2. Subject to the restriction stipulated in Sentence 2, the customer is permitted to enable third parties to use the OS-solution in line with its intended purpose and to provide the access details required pursuant to Clause 3.6. Onventis may make the permission pursuant to sentence 1 to use the functionalities of the OS-solution by authorised third parties of the customer dependent upon their acceptance of the Onventis Terms and Conditions of Use, their commitment to Onventis to pay a usage fee and thus a direct contract between Onventis and the authorised third party is concluded.
- 4.3. Onventis shall grant the customer a non-exclusive, non-transferable, non-sublicensable right to use, limited to the term of the contract, any software modules created specifically for the customer or any other work results; this right stands for the agreed number of authorized users.
- 4.4. Detailed information concerning the version, status and functionalities of the OS-solution is specified in the service description available online.
- 4.5. Subject to the provision in Clause 4.2, usage authorization is restricted to the customer and its associated companies insofar as the customer's share in such companies exceeds 50%.

### 5. Onventis Hosting, Data Storage

- 5.1. Onventis Hosting involves the provision by Onventis or by a service provider contracted by Onventis of the data centre service required to use the OS-solution. The customer has the option to store data on the storage space provided to it by Onventis, which it may access in connection with the use of the OS-solution
- 5.2. The OS-solution is guaranteed to be available over the Internet for an annual average of 99.5% on working days (Mon-Fri, except on 24 and 31 December in Baden-Württemberg) from 06:00 to 19:00 (service time). Availability is given when data is exchanged from the Onventis data centre to the nearest Internet point and a user login is possible. Excluded from the availability are failures of the OS-solution due to force majeure and in the case that necessary maintenance work on the server and the OS-solution has to be carried out exceptionally during the service period, following appropriate notification at least in a text form. Furthermore, the system is designed for an availability of 24 hours a day, 7 days a week without guaranteed availability.
- 5.3. Onventis shall be responsible for providing storage space for the customer to be able to use the OS-solution. The customer itself shall be responsible for compliance with retention periods under commercial and tax law.
- 5.4. The customer shall grant Onventis the right to store and duplicate (in particular data backup) the data and content provided by the customer, such as catalogues (hereinafter referred to as "data"), for the purpose of fulfilling the contract, to the extent that this is necessary for the provision of the services contractually owed by Onventis. Onventis is also entitled to store the customer's data in a backup computer centre.
- 5.5. Onventis shall ensure that the customer's data stored in the storage space provided by Onventis is adequately protected against data loss or damage, in particular by means of regular back-ups, virus scanning and the installation of firewalls. Furthermore, Onventis shall ensure that the data is protected against unauthorized access by third parties. Employees and subcontractors of Onventis shall only be granted access to the customer's stored data to the extent that this is essential in order for Onventis to fulfil its contractual obligations. Otherwise, Onventis shall delete the data 24 months after the first time it is stored, unless no further data storage is otherwise agreed with the customer.

### 6. Onventis Support

- 6.1. Part of Onventis Support involves Onventis providing support to the customer on any technical issues and malfunctions relating to the OS-solution as described in the quotation (Technical Service Support). With regard to this service, the customer is obliged to initially describe the identified malfunction in detail and the key user who was appointed prior to the software being used should provide this description. This is so that Onventis can start to resolve the fault within the relevant response time as stipulated in the quotation.
- 6.2. In accordance with Onventis' quotation, Onventis is obliged on the basis of a contract for services to make a user hotline available to the customer during support hours. This user hotline will be accessible via e-mail, the Onventis Online Support Portal or telephone. The user hotline is intended

- solely for the purpose of supporting the customer in its use of the contractual services rendered by Onventis under this contract and for reporting faults by the customer's authorized users (Key User Support).
- 6.3. Authorised third parties are not entitled to the support services provided by Onventis to the customer.
- 7. Customer's Obligations to Cooperate**
- 7.1. The customer shall establish, at its own expense, a data connection via the Internet between the workplaces where it intends to use the OS-solution and the data transfer point specified by Onventis. Operation and maintenance of this data connection is solely the responsibility of the customer. The customer shall bear any costs incurred in relation to this data connection.
- 7.2. The customer also undertakes to meet the system requirements necessary to use the OS-solution as described in further detail at [www.onventis.de/en/system-requirements](http://www.onventis.de/en/system-requirements). Onventis is entitled to modify these system requirements in the course of further development of the OS-solution. The customer shall be notified of any changes to the system requirements six (6) weeks prior to the change in question taking effect.
- 7.3. The customer is required to fulfill other obligations to cooperate within the context of the services offered. Unless specified in Onventis' quotation, these obligations to cooperate shall, in each case, be agreed upon separately in writing or in text form, e.g. in the form of activity plans. In order for Onventis to duly render the services, the customer must fulfil the defined obligations to cooperate in a timely and competent manner. Any additional expenses incurred as a result of the customer not fulfilling its obligations to cooperate in a timely manner or not accepting the service in a timely manner are to be compensated by the customer upon presentation of proof to such effect. If the customer does not fulfil the obligations to cooperate even after a reasonable grace period being granted and having since elapsed, Onventis shall be released from its duty to render the services for which the relevant obligations to cooperate are a requirement; this release shall persist for the duration of the period during which the customer fails to fulfil said obligations and for a reasonable start-up period.
- 7.4. The customer shall not store any content on the storage space provided where the provision, publication and use of such data is in violation of applicable law or of the rights of third parties. This is regulated further in Clause 14.
- 7.5. The customer shall not disclose the access details provided to it to unauthorized third parties and shall protect said access details against access by third parties in order to prevent their misuse by third parties. The customer is obliged to inform Onventis immediately if the customer has reason to believe that the access data have been illegally obtained by a third party or could be misused by a third party.
- 7.6. The customer is obliged to inform Onventis in text form about any changes to its company that are relevant to the execution of the contract. In particular, such changes include amendments to the business address, company or legal form as well as any changes to the customer's responsible contact persons.
- 8. Change Request**  
If the customer requires any additional services, extensions or other changes to the services defined in Onventis' quotation ("change request"), these are to be agreed upon and paid for separately. Such changes must be commissioned by means of a separate change request process.
- 9. Remuneration, Payment Terms, Default in Payment**
- 9.1. The customer or the authorised third party undertakes to pay the agreed remuneration for the contractual services provided by Onventis.
- 9.2. Upon purchasing the licenses for the OS-solution, the purchase price shall be calculated at the time the contract is concluded. Project services shall be invoiced pursuant to the contractual agreement. If services are billed on a time and material basis, Onventis shall calculate these services on the basis of service records.
- 9.3. If the services provided by Onventis are remunerated on a time and material basis, such services shall be invoiced per 30 minutes worked pursuant to the agreed rates of remuneration.
- 9.4. The customer shall be invoiced for the agreed remuneration for providing and using the OS-solution, Onventis Support, Onventis Hosting and Onventis Software Maintenance on a monthly basis at the beginning of the month in accordance with Onventis' quotation.
- 9.5. Onventis' invoices shall be immediately due for payment upon receipt and must be paid in full within two weeks.
- 9.6. If the customer falls into arrears with paying the monthly rental fee, Onventis is entitled, unless the customer is not responsible for these circumstances and after setting an appropriate deadline of at least 14 days pursuant to Art. 286 of the German Civil Code (GCC), to block the customer's access to the OS-solution and Support, Hosting and Maintenance until payment is received, provided Onventis informs the customer that its access will be blocked.
- 9.7. The Agreement to any discount on the remuneration shall be subject to conditions precedent in the event that the customer is in default with the remuneration owed.
- 9.8. Once the minimum term of the contract has expired, Onventis shall be able, at its reasonable discretion, to increase the agreed remuneration for the license rental, Support, Hosting and Maintenance by up to 5% at the beginning of a new contract term. Onventis must notify the customer about the increase, at least in text form, with a three-month notice period of it taking effect. At the point in time at which Onventis intends the remuneration increase to take effect, if the customer does not agree to the remuneration increase, the customer may terminate the contract extraordinarily in text form within a notice period of two weeks from receiving the notice. If the customer does not terminate the contract, the customer shall be deemed to have accepted the remuneration increase.
- 9.9. All prices quoted are exclusive of the value added tax applicable at the time of performance of the service, provided that the customer is domiciled in Germany or the tax regulations require this in the case of companies domiciled out-side Germany.
- 10. Term of the Contract, Termination**
- 10.1. The contract between the customer and Onventis is concluded for the agreed term (minimum term) and is thereafter extended by 12 months at a time (extension term), unless one of the Parties terminates the contract in writing with a notice period of three months to the end of the minimum term or an extension term. The duration of the granting of rights of use to authorised third parties pursuant to Section 4.2. is determined by the term of the Agreement between the Customer and Onventis for the use of the OS-solution.
- 10.2. The right of both contractual partners to terminate the contract for cause shall remain otherwise unaffected. Onventis shall be entitled to terminate the Agreement for cause if Customer breaches a material contractual obligation such as in Clause 4, 7.4 or 7.5 in particular and despite a reasonable deadline has not resolved the violation, or if the customer has fallen into arrears with payment of the monthly remuneration for license rental, Support, Hosting and Maintenance or of a significant proportion thereof (i) for two consecutive months or (ii) within a time frame of more than two months, amounting to the charge for two months.
- 11. Data Handover**
- 11.1. The customer shall remain the proprietor or sole owner of the user data stored in the storage space provided to it by Onventis (hereinafter referred to as "customer data") and is entitled to request that Onventis surrenders customer data at any time, particularly following the end of the contract. Customer data shall be surrendered either by delivering data media or by providing a download option via the Internet, depending on the option selected by the customer. The customer does not have the right to also receive the suitable software for using the customer data.
- 11.2. Onventis shall delete any customer data still in its possession 90 days after the end of the contract unless the customer notifies Onventis within this period that the data delivered to it cannot be read or is incomplete.
- 12. Customer Rights in the Case of Material Defects and Defects of Title License Rental, Support, Hosting and Maintenance**
- 12.1. The customer must report any defects observed in the OS-solution or Onventis Hosting to Onventis without delay, describing the effects of the relevant defect in detail (notice of defects). A material defect shall exist if the contractual performance is not of the quality contractually agreed upon or is not suitable for the contractually agreed purpose. A defect of title shall exist if it has not been possible to effectively grant to the customer the rights required in order to use the contractual service for the contractual purpose.
- 12.1.2. In the case of justified notices of defects, Onventis shall rectify the defects within a reasonable period of time following receipt of the relevant notice of defects by means of supplementary performance of Onventis' own choice. In the case of defects that only marginally impair use of the OS-

- solution or Onventis Hosting, Onventis may temporarily provide a work-around solution and then permanently rectify the defect upon delivery of the next update.
- 12.1.3. If, even after a second attempt and within another reasonable time frame, Onventis has still not been able to rectify the defect, the customer may reduce the agreed monthly remuneration on a pro-rata basis for the periods during which the OS-solution or Onventis Hosting were not available in the agreed capacity. The right to a reduction is limited in terms of amount to the monthly remuneration due for the defective component of the service. In the case of serious defects, the customer has the right to extraordinary termination of the relevant component of the service.
- 12.1.4. The customer does not have the right to assert claims owing to defects in the OS-solution or Onventis Hosting if the defect is due to the fact that the customer has modified the subject of the service without being authorized to do so or if the defect is caused by the subject of the service having not been used in accordance with the applicable service description.
- 12.2. **Project Services (Onventis Services)**
- 12.2.1. The project services provided by Onventis within the context of Onventis Services are generally services rendered under a contract for services. If, exceptionally, project services provided by Onventis on the basis of a separate agreement, the subject of a contract for work, at Onventis' request, the customer must accept the performance results immediately following provision of the service; acceptance may not be refused due to insignificant defects. Usage of the OS-solution without a written reservation shall represent tacit acceptance.
- 12.2.2. Any defects in services rendered under a contract for work that arise following acceptance must be reported to Onventis by the customer without delay, describing the effects of the relevant defect in detail (notice of defects). In the case of justified notices of defects, the customer initially has the right to supplementary performance within a reasonable period of time. Onventis shall decide on the nature of the supplementary performance (rectification of the defect or replacement).
- 12.2.3. If the supplementary performance by Onventis is unsuccessful even after the second attempt, the customer may, at its own discretion and irrespective of any claims for damages or reimbursement of expenses in accordance with Clause 13, request a reduction in the agreed remuneration for the relevant service rendered under a contract for work (reduction), rectify the defect itself and request the reimbursement of the necessary expenses or, if the breach of obligation by Onventis is not merely minor, withdraw from the contract with respect to the service in question.
- 12.2.4. Claims owing to defects in services rendered under a contract for work shall lapse 12 months following acceptance. This shall also apply to claims for damages and the reimbursement of expenses provided that they are not due to wilful intent or gross negligence on the part of Onventis and do not result in loss of life, physical injury or damage to health. Otherwise, the provisions set out in Clause 13 shall apply with respect to the liability of Onventis for damages and the reimbursement of expenses owing to defects in services rendered under a contract for work.
- 12.2.5. The customer does not have the right to assert claims owing to defects in services rendered under a contract for work if the defect is due to the fact that the customer has modified the subject of the service without being authorized to do so or if the defect is caused by the subject of the service having not been used in accordance with the applicable service description.
- 12.3. **Supplementary Performance in the Case of Defects of Title**
- Onventis providing the customer with a proper legal means of using the contractual service shall carry out supplementary performance in the case of defects of title. Onventis may replace the contractual service concerned with a contractual service of equal value that meets the contractual provisions unless this is unacceptable to the customer. If a third party asserts claims against the customer in respect of property rights, the customer must notify Onventis in writing immediately. Onventis shall at its own discretion and upon consultation with the customer, defend against or settle the claims. The customer may not acknowledge third-party claims of its own volition. Onventis shall defend claims asserted against the customer at its own expense and shall release the customer from any reasonable costs and damages associated with said defence against the claims on the condition that they are not attributable to the customer having acted in breach of its obligations.
13. **Liability of Onventis for Damages and Reimbursement of Expenses**
- 13.1. Onventis shall be liable to the customer in accordance with the statutory regulations insofar as the customer asserts claims for damages or the reimbursement of expenses that are the result of wilful intent on the part of Onventis or non-compliance with guarantees provided in writing, as well as in the case of culpable loss of life, physical injury or damage to health.
- 13.2. In the case of gross negligence, Onventis shall be liable to the extent of the foreseeable damage that should have been preventable in view of the obligation that was violated.
- 13.3. Otherwise, in the case of simple negligence, Onventis shall only be liable to the extent that it has violated a contractual material obligation. Contractual material obligations are those which protect the customer's legal positions considered essential to the contract, which the contract must grant to the customer in terms of its content and purpose, or the fulfilment of which foremost enables the contract to be executed properly and the fulfilment of which the customer may rely on. Onventis' liability for licensing and support shall hereby amount to one-and-a-half times net annual remuneration, and for IT-specific services to twice the relevant net remuneration amount or corresponding part payment amount or limited to a maximum of compensation for the foreseeable losses that typically occur.
- 13.4. In the case of loss of data, Onventis shall be liable only for damage that would have occurred even if the customer had backed up data properly.
- 13.5. Any further liability on the part of Onventis for damages and the reimbursement of expenses shall be excluded, irrespective of the legal nature of the claim asserted. The mandatory provisions of the German Product Liability Act (ProdHaftG) shall remain unaffected.
- 13.6. If the liability of Onventis is excluded or limited by the provisions set out above, this shall also apply to the liability of bodies of Onventis and of vicarious agents and assistants, in particular the liability of employees.
14. **Special Obligations and Responsibility for Data and Content**
- 14.1. The customer assures to have the necessary rights for the data uploaded and stored. Onventis accepts no responsibility for the content of data that the customer stores in the storage space provided by Onventis within the context of usage of the OS-solution. Onventis is not obligated to check the legality of data stored by the customer.
- 14.2. Onventis undertakes to ensure that the data uploaded by the Customer in accordance with the contract and released by the Customer in accordance with the existing possibilities are made available for the intended use. Onventis is not permitted to use this data for purposes other than data backup.
- 14.3. If a third party asserts a claim due to an infringement of rights arising from the data stored by the customer, Onventis reserves the right to either completely or temporarily block the data if there is any doubt regarding their legality. In this situation, Onventis shall ask the customer to immediately discontinue the infringement or to demonstrate the legality of the data. If the customer does not comply with this request, Onventis shall have the right, without prejudice to other rights and claims, to terminate the contract for cause without observing a notice period.
- 14.4. If the data stored by the customer results in legal infringements or the violation of third-party rights, the customer shall release Onventis from any resulting claims, fees, fines or other reasonable costs at the first request to do so and shall bear any resulting reasonable costs incurred by Onventis. This shall include reasonable costs for Onventis' legal defence. However, this shall require Onventis to inform the customer about the claim in full immediately upon becoming aware of it, surrendering all information and documents related to the claim, and to give the customer sole control with regard to the defence against the claim, including, and at the customer's discretion, the right to reach a settlement.
15. **Force Majeure**
- 15.1. Onventis shall be released from the obligation to perform if non-performance of the services is due to circumstances of force majeure arising after conclusion of the contract.
- 15.2. Circumstances of force majeure include, for example, wars, strikes, unrest, expropriation, storms, flooding and other natural disasters as well as other circumstances for which Onventis is not responsible such as technical problems with the Internet beyond its control.
- 15.3. Onventis shall inform the customer of the occurrence of an event of force majeure immediately and shall inform the customer in the same manner as soon as the event of force majeure has ended.
16. **Confidentiality, Data Protection, Data Security, Data Protection Regulation Agreement**

- 16.1. The contractual partners undertake to maintain confidentiality regarding all business and trade secrets and other confidential information that they receive or become aware of from the other contractual partner during the performance of the contract. The confidential information and the documents incorporating this information must not be made accessible to third parties that are not involved in executing the contract. The contractual partners shall store and secure the information and documents to prevent misuse by third parties.
- 16.2. The confidentiality obligation does not apply to information and documents that were generally known and accessible at the time of disclosure or that were already known by the receiving contractual partner at the time of disclosure, or to information and documents that were legitimately made accessible to the receiving contractual partner at a later date by a third party.
- 16.3. Upon conclusion of a contract for the use of the OS-solution, the contractual provisions on confidentiality agreed herein replace any confidentiality agreements concluded prior to the contract.
- 16.4. Onventis will comply with all applicable data protection regulations in the context of the performance of the contract, in particular the General Data Protection Regulation (GDPR) and the German Federal Data Protection Act. Details regarding data processing and the rights of the persons concerned can be found in the data protection notices and the data protection declaration at [www.onventis.de/datenschutz](http://www.onventis.de/datenschutz).
- 16.5. The contractual partners shall also impose the obligations under data protection law on their employees and any sub-contractors they may employ.
- 16.6. In the event that Onventis processes personal data on behalf of the customer, the customer shall conclude a contract for the processing of personal data pursuant to Article 28 of the GDPR on the basis of the sample stored at [www.onventis.de/avv](http://www.onventis.de/avv). The Customer must immediately notify Onventis of this requirement in writing.
- 16.7. Onventis is entitled to collect and process the sales data of the customer, its suppliers or buyers in order to verify whether use of the OS-solution is subject to payment. Furthermore, Onventis shall analyse anonymized dynamic and master data (transaction data) relating to customers that use the OS-solution and present these analyses to its contractual partners accordingly. The customer agrees to the collection, processing and use of such data within this scope and for this purpose.
- 17. Final Provisions**
- 17.1. The customer may only assign claims arising from contracts concluded with Onventis with Onventis' prior written consent.
- 17.2. Onventis is entitled to make amendments to these GTC provided that Onventis informs the customer accordingly in writing no later than six weeks prior to the amendment taking effect. The customer may object to the amendment within a period of four weeks following receipt of the notification; otherwise, the amendment shall be deemed to have been accepted. Onventis shall explicitly inform the customer of this provision in the notification. Amendments pursuant to this Clause 17.2 shall not apply to contracts that were concluded between Onventis and the customer on the basis of these GTC before the amendment took effect. The provision set out in Clause 8 shall remain unaffected by this.
- 17.3. Oral subsidiary agreements, amendments or supplements to the GTC and the contracts concluded between Onventis and the Customer require the written form to be effective, unless the respective contract or these GTC do not stipulate text form. This explicitly includes the possibility of concluding the contract via an electronic signature such as DocuSign.
- 17.4. If individual provisions of these GTC are or become invalid, either in whole or in part, this shall not affect the validity of the remaining provisions.
- 17.5. The law of the Federal Republic of Germany applies. Application of the UN Convention on Contracts for the International Sale of Goods is excluded.
- 17.6. The place of performance, place of supplementary performance and exclusive court of jurisdiction for any disputes arising from the contract is the registered office of Onventis. However, Onventis also remains entitled to bring action against the customer at its general court of jurisdiction.