conrizon

General Terms and Conditions/ EULA of conrizon AG

A.   **Contents**

B. General regulation of the GTC

1. Scope of application, authorisation to amend, content of the contract, change of contractual partner

1.1 These General Terms and Conditions [GTC] apply in addition to the individual contractual agreements for all contracts, d e l i v e r i e s and other purchase, service and work performances of the

conrizon AG
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and the affiliated companies [hereinafter referred to as "conrizon"] with the contractual partners [hereinafter referred to as "customer"].

1.2 These General Terms and Conditions ["GTC"] apply exclusively to entrepreneurs, legal entities under public l a w and special funds under public law. An entrepreneur is a natural or legal person or a p a r t n e r s h i p with legal capacity who or which, when entering into a legal transaction, acts in exercise of his or its trade, business or profession [Section 14 (1) BGB].

1.3 These GTC are an integral part of every contract concluded. They shall also apply to future business relations with the customer without the need to expressly include them again.
In principle, t h e following essential contractual provisions apply in the order listed:
- Individual contract [order and order confirmation, *service and licence metrics* if applicable] for certain services of conrizon t o g e t h e r with the annexes [in particular service description; specifications and/or requirement specifications, licence guidelines];
- conrizon's special contractual terms and conditions [SCC], in particular for certain services, t h i r d - p a r t y software licence conditions and service level agreements [SLA],
- the present GTC.
The currently valid versions can be viewed on the Internet at https://conrizon.com/de/contracts/.

1.4 Deviating terms and conditions of the customer as well as amendments and supplements shall only be valid if they have been recognised by conrizon in text form. Furthermore, these shall not apply as shrink-wrap, click-wrap or other pre-formulated provisions or even if the customer's general terms and conditions have not been expressly objected to.

1.5 conrizon may amend the GTC and/or the STC at any time without stating reasons, also with effect for an existing contractual r e l a t i o n s h i p . conrizon shall inform the customer of any changes 30 days before they come into effect. The customer shall be deemed to have given its consent if it has not indicated its rejection within 10 days of being notified of the changes. conrizon shall inform the customer separately of this approval effect.

1.6 conrizon may transfer its rights and/or obligations arising from the contractual relationship to one or more third parties [assumption of contract and/or debt, assignment]. In the event of the assumption of the contract and/or debt and the impairment o f its interests, the customer shall have the right to extraordinary cancellation of the contract.

2. Definitions

2.1 "*Contract documents*" are the individual contracts [order and order confirmation], service and licence metrics including the annexes [in particular service descriptions] and the annexes to the annexes as well as all a g r e e m e n t s and conditions essential to the contract [e.g. GTC, BVB, SLA].

2.2 "*Affiliated companies*" are, among other things, those within the meaning of
§§ 15 ff. AktG and Section 271 (1) and (2) HGB [such as EASY SOFTWARE AG, PROXESS GmbH].
Any conrizon group company can be a client or contractor. Group companies can accede to a contract, for example by placing an order with reference to a contract. con- rizon Group companies may withdraw from a contract if   remaining   Group companies their   obligations

take over. Contracts may also be transferred by conrizon between group c o m p a n i e s . The granting of non-exclusive rights of use always includes the authorisation to exercise the rights of use by group companies or by third parties only for the purposes of conrizon and the group c o m p a n i e s . The granting of exclusive rights of use always also includes the right to transfer the rights of use to conrizon group companies and third parties and to sub-licence them accordingly.

2.3 "*Service Level Agreements [SLAs]*" are the service requirements set out in an individual contract, service certificate or the annexes [in particular the service description], which define the type and scope of t h e contractual services in terms of location, time, quality and quantity.

2.4 "*Contractual services*" are the services to be provided by conrizon in accordance with the contractual documents.

2.5 "*Confidential Information*" means all information and documents, including contractual documents, which are either labelled as confidential or whose confidentiality results from the circumstances or their nature. Confidential information is in p a r t i c u l a r technical, business and other information, for example information relating to technologies (including source code, research and development, products, services, prices of products and services, customers, employees, s u b c o n t r a c t o r s , marketing plans/concepts and financial matters.

2.6 Information that was known to the receiving contracting party before it received it from the other contracting party in the context of the business relationship with conrizon or that the receiving contracting party developed independently without unauthorised recourse to confidential information of the other contracting party or that the receiving contracting p a r t y obtained from a third party shall not be deemed confidential information, who is not bound by confidentiality restrictions with regard to the use and disclosure of such information and has lawfully obtained the information or the information is or becomes generally known through no fault or action of the receiving party or which a party has exempted from confidentiality by declaration to the receiving party.

2.7 Notwithstanding the foregoing, "*trade secrets*" must be treated as confidential information.
A trade secret (in particular know-how including artificial intelligence according to 2.32] covers information that
▪ is not known or readily accessible, either as a whole or in detail, to persons within the circles that normally deal with this type of i n f o r m a t i o n and is therefore of commercial value, and
▪ is the subject of appropriate confidentiality measures by its legitimate owner, and
▪ for which t h e r e is a legitimate interest in confidentiality.

2.8 The "*place of performance*" is the place where conrizon must perform the acts that characterise the service agreement. In both cases, the place of performance and the place of fulfilment is conrizon's registered office.

2.9 "*Contact person*" is a person appointed by the customer for a specific area of activity who is authorised to represent and/or make decisions for this area of activity without r e s t r i c t i o n .

2.10 *Internal guidelines*" are, insofar as conrizon has been notified at least in text form, the applicable internal regulations, m a n u a l s , behavioural guidelines and safety regulations of the customer.

2.11 "*IT system[s]*" are the networks, communication systems, hardware, s o f t w a r e , interfaces and other technical facilities of the information technology [*infrastructure*] used by conrizon to provide and by the customer to utilise the contractual services.

2.12 "*Standard software*" means software programmes, programme modules, tools, etc. that have been developed for the needs of a majority of customers on the market and not specifically by conrizon for the customer, including the associated documentation. This may be *third-party software* and/or *proprietary software*

2.13 "*Customised software*" means software programs, program modules, tools, etc. that have been individually created by conrizon for the fulfilment of the contract for the customer's needs [including the associated documentation]. This does not include customising/parameterisation and adaptations of standard software or standard software services [e.g. at source code level] or tools used.

2.14 "*Access software"* Software required for access to the IT systems operated by the customer in order to use the services, e.g. an agreed application or platform.

2.15 "*Open Source Software*" ["FOSS"] software whose licence conditions permit its processing and/or distribution only on condition that [i] the source code of this software and its derivatives and, if applicable, the source code of other software used or associated with it is disclosed or distributed together with it, and/or [ii] in the case of a distribution of this software or a work derived from it, further processing of the software or the derived work is permitted and/or [iii] its distribution to third parties is typically free of charge.

2.16 "*Source code*" Code of a programme in the version of the programming language.

2.17 "*Current state of the art*" comprises all generally recognised rules of technology and science up to the conclusion of the respective contract. They comprise the requirements known in the relevant specialist circles, which are recognised in practice and have become generally accepted.

2.18 "*Rights of use/licence*" cover the description and scope of the possible uses of conrizon's services [in accordance with the specific rights of use matrix, e.g. for licensed companies and the licence metric].

2.19 "*Multi-client capability*" means that the contractual services can be provided independently of the provision of services to a third party and that the customer is the top-level organising authority in the IT systems used by conrizon for the provision of services and is a data-technically and organisationally self-contained unit in these IT systems.
In detail, multi-client capability means the possibility of discrete, end-customer-orientated data storage, i.e. that, in particular, access by third parties to the customer's data is restricted in terms of information technology and a separation and mutual shielding of the data stored and processed for the respective customers of conrizon is ensured, the confidentiality of the customer's data is maintained and no third party obtains knowledge of the customer's data and the customer's incoming, processed and stored data is protected against manipulation by third parties; the possibility of exercising the control/inspection rights granted by the customer without infringing the rights of third parties; the possibility of customising the contractual services [e.g. presentation and configuration [customising]].e.g. presentation and configuration [customising/parameterisation, which does not take place at source code level]].

2.20 A "*deficiency in performance*" exists if
- the contractual services do not fulfil the subjective requirements and specifications laid down in the contract in whole or in part, in particular if conrizon does not comply with the respective service levels, or
- the contractual services are not suitable for the contractually stipulated use or
- do not have a quality that is customary for services of a similar nature and that the customer can expect according to the nature of the contractual services
- does not correspond to the public statements and/or a sample/specimen provided by conrizon or on its behalf, in particular in advertising, and/or is provided without the accessories that the customer can expect to receive.

2.21 A "*disruption"* includes an impairment of the suitability of the service for the contractually agreed use or, in the absence of such an agreement, for the assumed or otherwise customary use.

2.22 "*Workaround solution [workaround]*" Temporary bridging of a defect and/or fault in the software.

2.23 "*Patch*" Correction of a defect and/or fault in the standard software without interfering with the source code.

2.24 "*Support/maintenance*" includes the announcement and provision of all minor and major updates and releases during the contract period as well as the provision of bug fixes [patch/bug fixes/work-arounds]. Maintenance is only provided for current version releases and a follow-up period of 6 months.

2.25 "*Update*" Bundling of several bug fixes and/or fault corrections and, if necessary, minor functional improvements and/or adjustments to the software

2.26 "*Upgrade*" Bundling of several bug fixes and/or fault corrections and more than minor functional improvements and/or customisations of the software

2.27 "*Release/version*" New development stage of software that differs significantly from the previous release or version in terms of the range of functions and/or data

2.28 "*Service time*" Times during which the customer is entitled to contractually owed services from conrizon.

2.29 "*Response time*" Period of time within which conrizon must confirm receipt of the fault report to the customer. The period begins with the receipt of the fault or defect report within the agreed service times and runs during the agreed service times.

2.30 "*Recovery time*" Period within which conrizon must complete the fault or defect rectification work. The period begins at the end of the response time and runs exclusively during the agreed service times.

2.31 "*Data backup*" includes all technical and organisational measures to ensure the availability, integrity and consistency of the data and software stored on the infrastructure and used for processing purposes.

2.32 "*Artificial intelligence"* covers a machine-based system that is designed to operate with varying degrees of autonomy and which, once operational, can be adaptive and which derives from the inputs received for explicit or implicit goals how to produce outputs such as predictions, content, recommendations or decisions that can influence physical or virtual environments (cf. within the meaning of Art. 3 No. 1 AI Act or recital 12 - EU 2024/1689).

2.33 "*Third parties*" are all natural and legal persons and all other organisations that are not party to the contract. Non-third parties are the companies affiliated with conrizon within the meaning of §§ 15 ff. AktG and Section 271 HGB.

2.34 "*Force majeure*" is an event that is not foreseeable and avoidable for either of the contracting parties by applying the utmost care that can reasonably be expected. Force majeure in this sense may include the following events in particular: War, insurrection, unrest, embargo, pandemics, earthquakes, explosions, fire, floods, storms, internal industrial action.

C. General provisions on the contractual relationship

3. Contract offer, contract conclusion and contract amendments

3.1 All presentations and other service descriptions are non-binding. A contract shall only come into existence if conrizon has a c c e p t e d the customer's offer [e.g. by concluding an individual contract/order confirmation] without reservation within 14 working days or commences with the acts of fulfilment owed. In the latter case, the customer waives receipt of the declaration of acceptance.

3.2 The essential contractual provisions must be set out in an individual contract [in particular the order and order confirmation]. If a third party [in particular a sales partner of conrizon] has p a r t i c i p a t e d in the conclusion of the contract, conrizon does not recognise any objections of the customer that the customer derives from an additional contractual relationship with the third party.

3.3 conrizon must be notified immediately of all facts r e l e v a n t to the business relationship, in particular changes to the company name, name, address, counter-account, the customer's capacity to dispose of or assume obligations, or the persons authorised to represent the customer, as well as any notified powers of representation or disposal [in particular contact persons]. If the customer c u l p a b l y fails to notify the change of his contractual data, he shall bear the costs for determining the data necessary for the execution of the contractual relationship.

3.4 If it turns out that the customer has provided conrizon with incorrect and/or incomplete information about the provision of the contractual services or has not made essential information about the provision of the contractual services fully or partially accessible despite the customer's request and conrizon incurs additional costs as a result of the inadequate provision of information that were not foreseeable before the conclusion of the contract, conrizon shall be entitled to demand r e n e g o t i a t i o n s with the aim of a reasonable adjustment of the remuneration and/or service description that is acceptable to the customer. If the contracting parties are unable to reach an agreement within a period of 14 working days after the request for renegotiation, conrizon shall be entitled to suspend t h e contractual services and/or to terminate or withdraw from the contract in whole or in p a r t for good cause.

4. Performance obligations of conrizon

4.1 conrizon provides services for the customer in the field of information technology. The services to be provided by conrizon are set out in the respective contractual documents.

4.2 Unless otherwise agreed, the following provisions shall apply with regard to the respective service components:

4.2.1 If the transfer of software has been agreed, the following shall apply in addition to the p r o v i s i o n s on the granting of rights [see Section 10]:
The software is provided to the customer for use as intended. The customer is authorised to m a k e a copy of the software for backup purposes and, if agreed, copies for software distribution. The copies of the software used for proper data backup are part of the intended use.
If the rights of use are limited to a contractually d e f i n e d hardware and/or software environment [licensed s c o p e], any use deviating from this requires the consent of conrizon. The customer is generally responsible for the installation of the l i c e n s e d software.

4.2.2 Insofar as conrizon i s obliged to provide services [such as consulting/training, customising/parameterisation of standard software; adaptation of standard software at source code level, development of individual software including interfaces or documentation], the customer shall bear the responsibility for the project and its success.

4.3 Insofar as conrizon provides free additional services (or test s e r v i c e s), the customer has no claim to their fulfilment. As far as possible, conrizon shall inform the customer of the discontinuation of the free services.

4.4 Within the scope of technical and organisational possibilities, conrizon shall u s e the latest version of the third-party or proprietary applications [in particular individual and standard software] used to provide the service, if this is reasonable for the customer [equivalent fulfilment of the performance features]. Unless otherwise agreed, conrizon shall inform the customer prior to a version change, observing a reasonable period of notice.

4.5 The conrizon software is subject to constant technical progress.
In individual cases, this can lead to such a change in the software that the software is completely replaced functionally by a new product or a new s o l u t i o n ["successor product/upgrade"]. In this case, the successor product replaces the software, whereby the customer is generally not entitled to the provision of the successor product.
conrizon shall inform the customer of any changes it plans to m a k e to the software product portfolio. If the software from con- rizon
- replaced by a successor product subject to a separate charge or
- is no longer developed and therefore discontinued, conrizon must give at least six [6] months' notice of this measure ["*End of Life*"]

4.6 The customer is aware that the services of conrizon
- can contain components or elements of Free or Open Source S o f t w a r e [FOSS] and
- can be provided directly or indirectly, partially or completely using artificial intelligence. Prohibited practices pursuant to Art. 5 AI Act and Rec. 12 - EU 2024/1689 are generally excluded from this.

As far as possible, conrizon will inform the customer about this upon request.

4.7 conrizon is obliged to provide client-enabled services if such use is expressly provided for in the contractual documents and, upon termination of an individual contract, porting of the customer's data a f f e c t e d by the termination is ensured even without the transfer of the IT systems used to store and p r o c e s s the data.

4.8 To the extent recognisable, conrizon shall n o t i f y the customer without undue delay if the customer's specifications are not insignificantly i n c o r r e c t, incomplete, contradictory or if system components that cannot be objectively executed or provided do not comply with the contract. However, it is not obliged to examine and check the specifications, co-operation and c o n t r i b u t i o n s beyond what is necessary for the creation of the contractual service components.

4.9 The customer is aware that conrizon's services may be subject to changes due to new technical developments and possible new legal and/or official regulations. Services for the customer may therefore be adapted by conrizon to the respective state of technical development. This shall not apply if the fulfilment of the performance of the agreed services is not unreasonably impaired or impossible and the adaptation is not reasonable for the customer, taking into account all circumstances or t h e customer's legitimate interests.

4.10 conrizon is entitled to relocate the places of performance that differ from its location(s) if there is good cause. In the event of a relocation to another country that is not a member state of the European Union or the European Economic Area, the customer must be i n f o r m e d in advance as far as possible.

4.11 Performance dates and deadlines shall only be binding if they have been confirmed by conrizon in text form and the customer has p r o v i d e d conrizon with all i n f o r m a t i o n and documents required for the performance of the services in due time, has paid any agreed advance payments as agreed, has granted authorisations and approvals and has performed any other necessary acts of cooperation. In the case of additional or extension orders placed after the conclusion of the contract [see 17. below], the deadlines shall be extended accordingly. If the customer does not fulfil its obligations to cooperate and cooperate [e.g. in accordance with 3.3] within

If conrizon fails to fulfil its contractual performance obligations to a sufficient extent and if this delays the performance of conrizon's contractual performance obligations, the agreed deadlines shall automatically be extended appropriately, but at least by the period of the delay. conrizon's claim to compensation [e.g. pursuant to § 642 BGB] and the right to terminate the contract if necessary [e.g. pursuant to § 643 BGB] shall remain unaffected to the extent applicable.

4.12 If the customer's co-operation is required to establish the readiness for performance/serviceability of the service owed by conrizon [for example, the installation, compilation, maintenance and compatibility of IT systems, the p r o v i s i o n of interfaces and/or documentation, as well as access to the respective IT systems], conrizon shall not owe these services. If support services are offered by conrizon and the customer wishes to make use of them, a separate contractual agreement must be concluded.

4.13 The service availability guaranteed by conrizon is governed by the contractual documents, in particular the BVB and t h e service descriptions/SLA. Excluded from this are times during which availability cannot be maintained due to technical or other problems that are beyond conrizon's control [including force majeure, cf. 2.34 Fault of third parties and planned maintenance work, etc.]. cannot be maintained. The service levels may be changed in agreement with the customer if this is n e c e s s a r y due to changing operational and technical requirements of the customer or for the continuous improvement of the contractual services. The adjustment may only be rejected by the customer for important reasons. Point 3.4 sentence 2 shall apply a c c o r d i n g l y in the event of a rejection.

4.14 conrizon may temporarily suspend or restrict access to the services if the security of network operation, the maintenance of network integrity, in particular the avoidance of serious disruptions to the network, the interoperability of the s e r v i c e s and/or data protection, data and/or IT security requirements so require.

4.15 To the extent possible, conrizon shall carry out necessary maintenance work on contractual services [in particular IT systems] during periods of low utilisation. The customer shall not have the right to refuse the maintenance work prescribed by the third-party manufacturer, required or prescribed by the application and the resulting restrictions on the availability of the IT systems or to define the time and duration of such work. I f longer temporary service suspensions or restrictions are necessary, conrizon shall inform the customer of the type, e x t e n t and duration of the impairment 10 days in advance, insofar as this is objectively possible under the circumstances and the notification would not delay the elimination of interruptions that have already occurred.

4.16 Unforeseeable, unavoidable events that are beyond conrizon's control and for which conrizon is not responsible, such as force majeure pursuant to 2.34, shall release conrizon from its obligation to perform for the duration of such events. Agreed performance periods shall be extended by the duration of the disruption; the customer shall be informed of the occurrence of the disruption in a reasonable manner. If the end of the disruption is not f o r e s e e a b l e or if it lasts longer than one month, either party shall be entitled to terminate the contract. This shall apply mutatis mutandis if the aforementioned circumstances occur at a subcontractor of conrizon.

4.17 If conrizon is dependent for the provision of its services on delivery items/services that it does not provide itself and that are not in stock or cannot be procured at the time the order is placed [e.g. third-party software], conrizon shall be entitled to withdraw from the individual contract insofar as conrizon is not supplied by its supplier/subcontractor, is not responsible for the non-delivery or is not responsible for the non-delivery. third party software], conrizon is entitled to rescind the individual contract if conrizon is not supplied by its supplier/subcontractor, is not responsible for the non-delivery or conrizon is unable to procure the services despite r e a s o n a b l e efforts or is unable to procure them at significantly higher market prices [compared to those customary in the trade]. conrizon shall inform the customer immediately of the non-availability of the services and, if applicable, reimburse the customer for any consideration already r e c e i v e d .

4.18 If, in connection with the use of the contractual services, the customer is the addressee of [e.g. sovereign] authorisation obligations or is obliged to submit reports to p u b l i c authorities [e.g. ministries, supervisory authorities, export controls] or other third parties, conrizon shall, as far as possible, p r o v i d e all necessary information available to it and support the customer at the customer's expense.

5. General duties/obligations of the customer

5.1 The customer is obliged to pay the remuneration owed.

5.2 The customer warrants that the data/information provided by it to conrizon is correct and complete. Notwithstanding 3.3 and 3.4, the customer undertakes to reconfirm to conrizon upon request that the data/information is up to date within 14 days of receipt.

5.3 The customer undertakes to keep any passwords received from conrizon for the purpose of a c c e s s i n g its services strictly confidential, to inform conrizon immediately as soon as it becomes a w a r e that the password is known to unauthorised third parties and to change it immediately or have it changed by conrizon if it has reason to suspect that unauthorised third parties have gained knowledge of it.

If, due to the customer's fault, third parties use conrizon's services by misusing the passwords [access data], the customer shall be liable, inter alia, for the remuneration as well as any resulting claims for damages.

5.4 The customer shall ensure that competent and qualified contact persons are available within the scope of the provision of services by conrizon, in particular for the coordination of tasks and for queries. The customer shall take organisational measures to ensure that the employees s e c o n d e d by it in the context of the provision of services are subject exclusively to its right of direction and authority to issue instructions. Instructions shall be issued exclusively within the framework of the agreed allocation of tasks.

5.5 If the customer is r e q u i r e d to cooperate in order to establish the readiness for performance/serviceability of the owed service, this cooperation must be provided without delay [see also sections 4.11, 4.12, 9]. If recognisable, conrizon shall i n f o r m the customer about capacity concerns arising in connection with the use of the customer's technical infrastructure or IT systems and shall coordinate with the customer if the customer has informed conrizon in text form at an early stage about special service descriptions/characteristics [e.g. the intended peak usage, storage volumes, process specifications, flow charts].

5.6 The customer shall p r o v i d e conrizon with reasonable support in the performance of the contractually owed services to the extent necessary, in particular by providing the data and [confidential] information necessary for performance and by taking the n e c e s s a r y measures to enable conrizon or its s u b c o n t r a c t o r s to access the customer's technology and its respective system environment/its IT systems, if necessary also by remote access.

5.7 The customer is responsible for ensuring that the contractual s e r v i c e s can be provided in accordance with the applicable legal framework conditions [e.g. regulatory requirements] relevant to their provision. The customer shall monitor the applicable legal framework conditions and shall notify conrizon of any changes immediately after their announcement, stating any effects on the services, at least in text form. If possible, conrizon shall implement the announced changes and/or newly applicable legal framework conditions or mandatory requirements for the contractual services before they come into force in accordance with the amendment procedure [cf. 17, 19, 24 and 29].

5.8 Insofar as the customer is subject to export restrictions [in particular so-called "dual use goods", embargoes] within the scope of the services requested by it, the customer is responsible for compliance with the provisions of foreign trade law. If conrizon becomes aware of violations of these regulations, it is not obliged to provide s u c h contractual services.

5.9 The customer is generally responsible for the administration, configuration, maintenance and care of the service content [e.g. data/information entered and not the infrastructure t o be provided by conrizon under contract]. conrizon is not obliged to monitor the information transmitted and stored by the customer or to investigate circumstances that indicate illegal activity. If these services are also provided by conrizon, a s e p a r a t e agreement is required.

5.10 The customer may not violate statutory prohibitions, common decency or the rights of third parties [trademarks, rights to a name, copyrights, data protection rights, etc.] through the measures it initiates in connection with the provision of services by conrizon.

5.11 If the intended use of the power is not explicitly described, use of the power in high-risk a r e a s is excluded [operation of nuclear power plants, air traffic control systems, weapons of war, life-support equipment or comparable high-risk applications in which power failures typically lead directly to the death of people or to major damage].

5.12 If the customer violates one or more of the obligations under 5.7 to 5.11 or i f a third party credibly alleges such an infringement, conrizon is entitled to immediately block the provision of services for as long as the infringement or the dispute with the third party persists. The customer shall be informed of this - as far as possible in advance. The block is to be limited to certain services in accordance with the technical possibilities and the cause. It may only be maintained as long as the reason for the block persists.

If the customer continues the breach despite a warning or complaint and/or if conrizon can no longer reasonably be expected to continue the contractual relationship, conrizon may terminate the contract for good cause. Further claims for damages remain unaffected by this.

5.13 The customer is responsible for carrying out adequate data backups and for properly maintaining and servicing the service environment or IT systems, unless this is part of the contractual services to be provided by conrizon. If the customer recognises that conrizon's data backup measures do not correspond to proper data backup, it must notify conrizon of this and the consequences it recognises without delay, at least in text form.

5.14 The services of conrizon do not release the customer from its obligation to comply with the usual and recognised security standards, such as the use of regularly updated anti-virus programs, a plausibility check of incoming data, data backup [unless conrizon has assumed these services for the customer] as well as the regular change of passwords and the usual access and access control.

5.15 The customer undertakes to indemnify conrizon against all claims asserted against conrizon due to violations of the above terms and conditions [Section 5].

6. Prices and terms of payment

6.1 If the contracting parties have not a g r e e d on a specific price, the price shall be determined in accordance with conrizon's price list valid at the time of conclusion of the contract or, if no such list exists, in accordance with the usual remuneration [within the meaning of Sections 612 (2) and 632 (2) BGB] plus ancillary costs [e.g. installation, packaging, transport and transport insurance costs as well as statutory VAT]. Discounts are not granted.

6.2 Travelling time, travelling expenses and ancillary costs shall be remunerated separately. Waiting times of conrizon for which the customer is responsible shall be remunerated as working hours.

6.3 If the customer cancels an agreed appointment at short notice, i.e.
- If the customer cancels within 10 working days before the appointment, he is obliged to pay at least 50% of the daily rate per man/day of the agreed appointment days;

- If the customer cancels within 5 working days before the appointment, he is obliged to pay at least 75% of the daily rate per man/day of the agreed appointment days;
- within 2 working days before the appointment, he is obliged to pay at least 85% of the daily rate per man/day of the agreed appointment days.

to pay.

Irrespective of this, in this case the customer shall also bear the n o n - c a n c e l l a b l e costs for the hotel, flight or rental car or any cancellation and rebooking fees incurred.

The customer is entitled to prove that no damage or a reduction in value has occurred at all or that it is significantly l o w e r than the lump sum.

Further claims for damages remain unaffected by this.

6.4 Unless otherwise agreed in individual cases, the following terms of payment shall apply:

conrizon shall send the customer an invoice for the contractual services rendered. Services may be invoiced to the customer immediately after delivery/performance of t h e contractual services or in advance. Such claims shall be due and payable upon invoicing, unless conrizon specifies a payment period in the invoice.

If the customer does not make payment within 10 days of receipt of the i n v o i c e or within the payment period stated in the invoice, or if the customer does not make payment within another agreed payment period, the customer shall be in default without further reminder, with the consequence that default interest shall be owed.

If the customer defaults on its payment obligations, conrizon shall charge a reminder fee [of at least € 3.00] for each reminder in addition to the lump sum pursuant to Section 288 (5) BGB. c o n r i z o n reserves the right to claim further damages for default.

6.5 The provision in accordance with Section 632a (1) sentence 3 BGB [corresponding applicability of Section 641 (3) BGB] is waived for the invoicing of partial services.

6.6 The customer must raise objections to the billing of the services provided by con- rizon within 10 days of receipt of the invoice, at least in text form. After expiry of the aforementioned period, the invoice shall be deemed to have been approved by the customer. When sending the invoice, con- rizon shall draw the customer's attention to the significance o f its behaviour.

6.7 Furthermore, conrizon shall be entitled to adjust the fees no more than once per quarter at its reasonable discretion [pursuant to Section 315 BGB, in particular in the e v e n t of cost increases by third-party licensors]. The price increase requires the customer's consent if the increase is more than 8 percentage points. Consent shall be deemed to have been given if the customer does not object to the price increase within 10 days of receipt of the notification of change. If the customer objects to the change in due time, conrizon is entitled to terminate the c o n t r a c t . conrizon undertakes to draw the customer's attention to the consequences of failing to do so or of o b j e c t i n g when notifying the change. conrizon shall not increase the remuneration for goods and services that are not supplied or rendered within the framework of continuing obligations within four months of the conclusion of the contract.

6.8 The customer is obliged to pay the usage fee that has arisen due to the authorised or unauthorised use of the contractual services by third parties. This does not apply if the customer is not responsible for the u s e .

7. Service disruptions and warranty

7.1 If conrizon provides the services owed in a defective manner, the customer shall be entitled to assert warranty claims in addition to the Service Level Agreements [SLA]/service descriptions.

7.2 Warranted characteristics or guarantees [in particular regarding quality and/or durability] are only those that are expressly designated as such. The assurance shall apply at the longest until the expiry of the warranty period.

7.3 In the event of the simultaneous existence of several service defects/malfunctions, the customer shall be entitled to prioritise the elimination of con- rizon's client-capable services.

7.4 If the performance defects and/or qualitative performance disruptions that have occurred are due to circumstances for which conrizon is not responsible, but which originate from the customer's sphere of risk, there shall be no obligation to remedy the defect.
Any claims shall therefore not extend to faulty or inadequate instructions or co-operation by the customer or to system components provided by the customer or such system components [IT systems] that the customer or a third party modifies without conrizon's consent. This shall not apply if the customer proves that this change is not the cause of the reported disruption in performance and i s not attributable to a previously performed self-remedy. Furthermore, the claims do not extend to software that the customer does not use in the agreed system environment or IT systems.

7.5 If the defectiveness of the service is due to the use of software that conrizon has acquired [or licensed] from third parties for the purpose of utilising the service, the customer's warranty rights shall be limited to the scope of the rights to which conrizon is entitled vis-à-vis the third parties. To the extent possible, conrizon is authorised to assign these rights to the customer.
If the customer obtains updates, patches or upgrades of standard s o f t w a r e from a third party [e.g. by online download via the Internet or manufacturer and/or supplier portal], conrizon shall not be liable for any resulting errors, defects or service disruptions. The customer shall be responsible for proving that such a malfunction is not due to an update or upgrade obtained from the third party.

7.6 conrizon may demand compensation for expenses for the investigation and/or rectification of a performance disruption that does not actually exist or that is due to circumstances for which the customer is responsible, based on the currently valid conditions [see 6.].

7.7 The regulations in 12. remain unaffected by the above rights.

8. Retention of title and right of use

8.1 conrizon retains title to the delivered goods until all future claims to which conrizon is entitled against the customer in connection with the contractual services [in particular the d e l i v e r e d goods] have been settled. In the case of current a c c o u n t s , the reserved title shall serve as security for the balance or current account claim to which conrizon is entitled.

8.2 The customer may only sell the contractual services s u b j e c t to retention of title, in particular combine them with items belonging to third parties, in the ordinary course of business. The customer shall not be entitled to pledge the reserved services in any other way, to assign them as security or to make any other dispositions that jeopardise conrizon's title.

8.3 The customer hereby assigns to conrizon the claim arising from the resale; conrizon accepts this assignment. If the customer sells the goods subject to retention of title after combining them or together with other goods, the assignment of the claim shall be deemed agreed only in the amount of the part corresponding to the price agreed between conrizon and the customer plus a security amount of 10%.

8.4 The customer is revocably authorised to collect the claims assigned to conrizon in trust for conrizon in its own name. conrizon may revoke this authorisation and the right to resell the goods if the customer fails to meet its material obligations, e.g. payment. If the customer fails to fulfil its material obligations, it is obliged to provide conrizon upon request with the necessary data, in particular the name, address, telephone number of the contractual partner and the services sold to it, so that conrizon can notify the purchaser of the assignment of the claim and collect it itself.

8.5 In the event of seizure or other impairment of the reserved property/rights or the assigned claim for payment by

The customer is obliged to inform third parties without delay of the retention of title and the ownership/rights of conrizon as well as of the assignment of claims. In addition, the customer is obliged to inform conrizon immediately, stating the facts of the case, and to inform conrizon at least in text form upon request. The customer is also obliged to inform conrizon of the name of the third party or p a r t i e s who are pursuing an attachment of property or claims or causing other impairments in such a way that conrizon is in a position to p r o t e c t its legal interests vis-à-vis the third party. The costs of defence against such seizures shall be borne by the customer.

8.6 If the realisable value of the securities exceeds the total claims of conrizon to be secured by more than 10%, the customer shall be entitled to demand release to this extent.

8.7 The above provisions shall apply accordingly to the transfer of rights of use under copyright law, with the exception of cases of continuing obligations [see 10.9].

9. Obligations of the customer to co-operate and provide materials

9.1 The customer's obligations to co-operate and provide materials are principal obligations to be performed free of charge. conrizon shall not be in default if the customer has not fulfilled these obligations as contractually agreed. In the event of the customer's persistent failure t o fulfil its obligations to cooperate and provide materials, conrizon shall be entitled to d e c l a r e extraordinary termination of the contract or withdrawal from the contract and to demand immediate payment of the entire remuneration agreed for the remaining term of the contract by setting a deadline with a threat of refusal. In the latter case, conrizon shall offset the portion of the remuneration that conrizon saves as an expense-related cost share as a result of the customer's failure to fulfil the contract.
The customer reserves the right to prove a lower amount of damage.

9.2 The customer may fulfil the duties of cooperation and provision incumbent upon it itself or, with the consent of conrizon, commission third parties to fulfil these duties.

9.3 conrizon shall be entitled to inform the customer separately of the type, scope, timing and other details of the co-operation and provision services to be provided by it.

9.4 The customer shall provide conrizon with the information and documentation reasonably required by conrizon and available to the customer [in particular all necessary internal g u i d e l i n e s].

9.5 The customer shall grant those persons of conrizon and/or third parties commissioned by c o n r i z o n access to the premises and the IT systems to the extent necessary for the provision of t h e contractual services and provide other work e q u i p m e n t [access software].

10. General licence agreements, copyrights and rights of use

10.1 The customer may use conrizon's services for its own purposes or within the scope of the licence metric. The customer may only make conrizon's services available to third parties if conrizon has given its consent.

10.2 The customer does not acquire any proprietary rights when conrizon provides [in particular c u s t o m i s e d] software or hardware, with the exception of the permanent transfer [purchase and/or work contract]. The following provisions shall apply subordinate to the licence and terms of use of third parties/software manufacturers [10.5] or EULA [I.] of conrizon. The licence agreements with third parties can be made available to the customer upon request.

10.3 The customer guarantees that it owns the right [in particular the intellectual property rights] to make or have made modifications or changes or other services to these programmes/information with which conrizon comes into c o n t a c t in the course of performing the contract.
Furthermore, the customer shall ensure that there are no third-party rights t h a t hinder, restrict or exclude the customer's contractual use of the contractual services provided by conrizon.

10.4 The non-exclusive rights of use to work results individually created by conrizon for the customer shall pass to the customer upon full and unconditional payment [customised software]. conrizon grants the customer - unless it is a temporary transfer pursuant to 10.9 - the revocable, non-exclusive, non-transferable and factually and geographically unlimited right to use and exploit all work results developed for the customer as well as all extensions and adaptations of these work results together with the associated documentation.

The above granting of rights does not include the right to make the results of the work available to third parties for their own purposes or for third parties for processing, modification [and other alterations], reproduction, publication and other distribution and exploitation of any kind, nor does it include the right to transfer the rights of use and to grant sub-licences limited or unlimited in terms of time and content.

10.5 Rights of use to third-party software products [in particular standard software] that are supplied and, if applicable, processed by conrizon in the context of the performance of the contract are transferred to the extent authorised by the manufacturer. The customer shall ensure that anyone using the services of conrizon and/or third parties complies with these provisions and the licence terms of the respective manufacturer [EULA].

10.6 conrizon is entitled to use the know-how used or acquired by it during the provision of the contractual services at its own discretion in its own interest or in favour of third parties, provided that this does not involve the use or publication of commercially or financially confidential information or personal data of the customer.

10.7 The customer may maintain data backups in accordance with the rules of technology and make the necessary backup copies of the programmes for this purpose. The customer is obliged neither to change nor to remove copyright notices of con- rizon or third parties. The customer shall not be entitled to use, copy, edit, transfer, convert into another form of expression [in particular reverse engineering or decompiling] or translate in any other way the contractual services other than as described in the licence terms, unless such conversion is provided for by express statutory provisions. The applicability of §§ 69 d, e UrhG remains unaffected by this.

10.8 The rights of use shall not be transferred until the remuneration owed has been paid in full. However, conrizon authorises the customer to use the work results until full payment has been made. conrizon may revoke the use of work results for which the customer is in default of payment for the duration of the default. The provisions in clause 8. shall apply in addition.

10.9 If the customer has been granted rights of use for the contractual services for a limited period of time or if the right of use for a limited period of time [i.e. no permanent transfer] ends due to the termination of the contract, the customer shall return or delete work results, any copies as well as all documentation and other [confidential] information/services to con- rizon upon request, unless the customer is legally obliged to retain them for a longer period of time.

10.10 In principle, conrizon has no claim to the use of the customer's data, applications or confidential information. Rights and obligations arising therefrom are the sole responsibility of the customer. However, the customer grants conrizon an unlimited, licence fee-free, non-exclusive right to use data/applications and other information, covering all types of use, insofar as this is necessary to provide the contractual services. The customer retains all rights, titles and legal claims to its and its protected data, including all data in respect of which the customer decides in favour of integration into the contractual services. Nevertheless, conrizon shall be entitled to store the data in a backup data centre [Backup-RZ] or to use it for the elimination of data loss.

The data can also be used to make changes to the structure of the data or the data format.

10.11 Where conrizon charges separate licence fees, these are generally based on the licensed system, frequency of use [e.g. number of users; named or concurrent users and volume licences], the resources [e.g. data volume, capacity, traffic], the period of use or a combination of these parameters.

10.12 conrizon is entitled to have the conformity of the actual utilisation of the contractual services delivered or made available by it verified at the customer's premises [audit]. Audits shall initially take the form of self-disclosures by the customer. In doing so, the customer is obliged to explain the method with which it has recorded the reported number [e.g. SAM]. conrizon may also carry out automated checks of the scope of use. If the contractual software already contains a method of licence measurement, conrizon may use it. For this purpose, the customer must - if necessary - set up remote access. Otherwise, the customer must enable the use of a system- or application-specific program for the duration of the licence measurement and cooperate in its execution within a reasonable period of time. In addition, conrizon may carry out on-site inspections, in particular if there are objective indications of a breach of contract by the customer.

The customer is obliged to co-operate with conrizon in a reasonable manner in carrying out such reviews. con- rizon may transfer the right to review to third parties. The inspection must be announced with a notice period of at least 2 weeks

10.13 For each case of culpable infringement of the provisions in clause 10.3 to 10.9, the customer promises to pay conrizon a minimum contractual penalty, excluding the assumption of a continuation of the offence/uniformity of offences
  ▪ in the amount of 5,100.00€ for 10.1, 10.4 and 10.9;
  ▪ in the amount of 2,500.00€ for 10.2 and 10.3.
Further claims for damages remain unaffected by this.

10.14 The customer shall also indemnify conrizon in full against any third-party claims [including the costs of legal action] based on misconduct in accordance with the above paragraphs. In addition, the costs pursuant to 10.12. shall be borne by the customer if a culpable breach of the above provisions is established.
Further claims for damages remain unaffected by this.

11. Infringement of property rights/claim for exemption

11.1 If a third party asserts claims against the customer for infringement of an industrial property right or copyright through the use of the services owed by conrizon and if their use is impaired or prohibited as a result, the following provisions shall apply.

11.2 conrizon shall, at its option and expense, either modify or replace the agreed services in such a way that they do not infringe the property right, but essentially correspond to the agreed service in a manner that is reasonable for the customer, or indemnify the customer from licence fees vis-à-vis the property right holder or third parties.

11.3 The prerequisites for conrizon's liability under Section 11.2 are that the customer immediately notifies conrizon of the assertion of claims by third parties, does not recognise the alleged infringement of property rights and leaves any dispute, including any out-of-court settlements, to conrizon or conducts it only in agreement with conrizon. If the customer ceases to use the goods in order to minimise damages or for other important reasons, it shall be obliged to point out to the third party that the cessation of use does not constitute an acknowledgement of the alleged infringement of property rights.

11.4 Insofar as the customer is responsible for the infringement of property rights and the third party claim is based on the fact that the service content owed by conrizon was modified without the customer's knowledge, processed in any other way and not used with services provided by conrizon, claims against conrizon are excluded.

11.5 Insofar as applicable, mandatory statutory liability regulations or 12. remain unaffected by this.

12. Liability

12.1 Regardless of the legal grounds, conrizon shall only be liable for damages or reimbursement of futile expenses in the full amount for damages suffered by the customer due to intentional or grossly negligent b e h a v i o u r, fraudulent concealment of a defect, in the event of the a s s u m p t i o n of express guarantees and warranted characteristics of quality and/or durability, in the event of damages resulting from injury to life, body or health, for claims arising from product liability and in the event of mandatory statutory provisions.

12.2 In the event of a negligent breach of material contractual obligations [cardinal obligations], conrizon's liability - notwithstanding the cases specified in 12.1 - shall be limited to the damage that is typical for the contract and reasonably foreseeable at the time the contract was concluded. Cardinal obligations are obligations the fulfilment of which is essential for the proper performance of the contract, the breach of which jeopardises the achievement of the purpose of the contract and on the observance o f which the contractual partner may regularly rely.

12.3 Contractually typical, foreseeable damage is deemed to be damage totalling 60 percent of the remuneration that the customer has paid to conrizon in the last twelve [12] months prior to the occurrence of the respective damaging event. Several loss events that have the same cause of loss shall be deemed to be one loss event [continuation of loss or unity of offence].

12.4 Notwithstanding the cases mentioned in 12.1 and 12.2, conrizon shall not be liable for loss of profit, indirect damages, consequential d a m a g e s and third-party claims, with the exception of claims arising from the infringement of third-party property rights and for defects that occur in connection with a change to conrizon's services made or otherwise caused by the customer or other external influences and that originate from the customer's sphere of risk. It is the customer's responsibility to prove that any defects occurring are not causally based on a change in the system environment or other external influences.

12.5 Without prejudice to the cases mentioned in 12.1 and 12.2, conrizon is liable for the loss of data or programmes only up to the amount of damage that would have o c c u r r e d even if regular data backups had been made. The above limitation of liability therefore applies in particular if the damage is due to the fact that the customer has failed to carry out regular data backups and thereby ensure that lost data can be restored a t reasonable expense, unless conrizon has taken over the data backup for the customer.

12.6 conrizon merely provides the contractual services for u s e by the customer and shall not be liable for any damages incurred by the customer as a result of the use of these [misuse]. In particular, conrizon assumes no r e s p o n s i b i l i t y whatsoever for official inspections or third-party audits [e.g. third-party software manufacturers] of the customer.

12.7 Otherwise, conrizon's liability for damage to property and financial loss is excluded. Where applicable, mandatory statutory liability provisions shall remain unaffected by this.

12.8 Insofar as conrizon's liability towards the customer is limited or excluded, this shall apply accordingly to legal r e p r e s e n t a t i v e s, employees, freelancers and other vicarious agents.

12.9 conrizon has taken out liability insurance for IT companies. It is maintained during the provision of contractual services.

13. Confidentiality, secrecy, data protection and references

13.1 Confidential Information shall not be disclosed by the receiving Party to third parties without the prior consent of the other Party, unless this is required by m a n d a t o r y applicable legal frameworks or j u d i c i a l or regulatory orders and the receiving Party has promptly informed the other Party of the respective obligation or the Confidential Information is disclosed to the receiving Party's advisors in connection with the interpretation or performance of the Contract.

The consultant has previously undertaken to m a i n t a i n confidentiality vis-à-vis the receiving contracting party, at least in text form, or is already professionally obliged to maintain confidentiality. Confidential information of conrizon or documents and data/information created on behalf of c o n r i z o n must be destroyed or deleted by the customer after termination of the contract, unless this conflicts with statutory retention obligations. The customer shall confirm to conrizon within thirty [30] calendar days after termination of an individual contract that it has fulfilled t h e above obligations.

13.2 The customer and conrizon mutually undertake to treat as confidential for an unlimited period all c o n f i d e n t i a l information and trade secrets of the other contracting party which the latter makes accessible to the other party in the course of the initiation and fulfilment of the contract and to use them only for the agreed purpose and to comply with the applicable provisions of data protection and data security.

13.3 Confidential information may not be p r o c e s s e d by the customer through
- unauthorised access to, unauthorised appropriation or u n a u t h o r i s e d copying of the information carriers containing the confidential information or from which the confidential information can be derived, or
- any other behaviour that, under the respective circumstances, does not comply with the principle of good faith a n d fair market practice.
- observing, examining, disassembling or testing a product or object that has been made publicly available or is in the possession of the person observing, examining, disassembling or testing [prohibition of decryption].

13.4 conrizon expressly draws the customer's attention to the fact that data protection for data transmissions in open networks, such as the I n t e r n e t, cannot be comprehensively guaranteed according to the current state of the art. The customer is aware that conrizon may be able to view the customer's data at any time for technical reasons. Third parties may also be technically able to intervene in the network security without authorisation and view the data traffic. The customer is fully responsible for the security and backup of the stored data, unless conrizon has taken over these services for the customer.

13.5 The customer is aware that the provision of services may constitute order processing in accordance with Art. 28 GDPR. In this respect, the customer is the "controller" for compliance with the provisions of the GDPR or the BDSG and other data protection regulations.

13.6 If the customer collects, processes or uses personal data, the customer shall be responsible for ensuring that this is done in accordance with data protection law and shall indemnify conrizon against any third-party claims in the event of a breach.

13.7 The customer grants conrizon a revocable right, unlimited in time, to include the customer's name and company logo as well as a brief description of the contractual relationship as a reference object in any publications [in particular brochures and websites] of conrizon, subject to confidentiality/data protection.

14. Statute of limitations

14.1 In accordance with the statutory provisions, claims based o n intentional or grossly negligent behaviour on the part of conrizon, a legal representative or vicarious agent of conrizon as well as claims for damages resulting from injury to life, limb or health that are based on an intentional or negligent breach of duty on the part of conrizon, a legal representative or vicarious agent shall be time-barred.

14.2 The limitation period for all other contractual and statutory claims against conrizon is one year.

D. Special provisions for contractual services

15. Inspection obligations of the customer

The customer must immediately inspect the services provided by conrizon for obvious and recognisable defects and, if present, notify conrizon of these in a comprehensible form, stating the information suitable for remedying the defect [§ 377 HGB]. The customer must give notice of defects that are not obvious immediately after they become known. Furthermore, the customer must take the necessary measures to enable the detection and reproducibility of the defects or damage and their causes or to facilitate and accelerate the elimination of the fault.

16. Warranty for contractual services

16.1 If conrizon provides the services owed in a defective manner, the customer shall be entitled to assert warranty claims for a period of 12 months from delivery of the item.

14.1. remains unaffected by this.

16.2 conrizon shall initially fulfil the warranty by repair or replacement delivery [subsequent performance] at its discretion. To exercise its right of choice, conrizon shall be entitled to a period of consideration of at least ten working days, calculated from receipt of the customer's notification. The customer must tolerate three attempts at subsequent fulfilment for the same defect. If the subsequent fulfilment fails, the customer may, at his discretion, demand a reduction of the remuneration [reduction] or cancellation of the contract [withdrawal]. However, the right of cancellation is excluded for minor breaches of contract [insignificant breaches of duty], in particular for minor defects.

16.3 If the customer chooses to rescind the contract after subsequent performance has failed, the customer shall not be entitled to any additional claim for damages against conrizon due to the defect complained of, notwithstanding the cases mentioned in 12.1 and 12.2.

17. Change request procedure

17.1 In particular, if a service specified in the contractual documents is restricted, amended or extended; e.g. changes to the quantity structures provided for in the respective individual contract; if remuneration scales are significantly exceeded or undercut and the provision of an additional service is notified, each contracting party may initiate the amendment procedure at any time by submitting a corresponding amendment request.

17.2 The amendment application must be made at least in text form and contain sufficient information,
- to give the other Party the opportunity to evaluate the amendment. Each amendment must contain at least the following information:
- the description of the desired change;
- the purpose of the desired change;
- special circumstances and backgrounds that need to be considered with regard to the desired change and
- the urgency of the desired change.

Unless otherwise specified, applications for amendments must be submitted by the defined contact person of one contracting party to the defined contact person of the other contracting party.

17.3 All amendments require an agreement [addenda and/or new individual contracts at least in text form] between the contracting parties, which must be signed by the respective contact persons. The date on which the amendment comes into force must be specified in the agreement.

17.4 The respective contracting party addressed shall adequately examine the amendment agreement for its practicability, legal and economic implementation. If an amendment is not possible or cannot be implemented, the customer shall be entitled to terminate the part of the contract covered by the amendment agreement or conrizon the entire business relationship with due notice. Until the termination date, the previous contractual services shall remain in place.

17.5 If the preparation of the realisation offer requires extensive technical planning, conrizon may exempt this from the payment of a fee.

appropriate remuneration. In this case, it shall submit a corresponding planning offer stating the remuneration. The customer shall accept or reject the planning offer within a reasonable period of time.

17.6 If requested by the customer, conrizon may support the customer in the definition of the change request. If the support exceeds one person-day in individual cases, it shall be remunerated separately by the customer on a time and material basis in accordance with the applicable terms and conditions.

E.   Special provisions for contractual services

18.   Warranty for contractual services

18.1   The warranty obligations shall commence upon acceptance of the work.

18.2   The customer is obliged to a c c e p t the work produced in accordance with the contract, unless acceptance is excluded due to the nature of the subject matter of the contract. The object of acceptance shall be the services listed in the contractual documents - including those that can be partially accepted, if applicable.

18.3   If the installation of a service is owed by conrizon, this requires that the customer

- provides and equips a suitable location/the required IT systems in accordance with conrizon's installation instructions;
- and the object of performance has not been altered, i m p r o p e r l y handled or s u b j e c t e d to extraordinary stress.

18.4   In the case of partial acceptance, the declaration of operational readiness is made for the agreed individual parts of the overall service. After the declaration of acceptance of the last partial service, a separate functional test, in which all partial services are i n c l u d e d , is carried out in the overall acceptance to determine the contractual interaction of the overall service.

18.5   conrizon must declare the operational readiness of t h e contractual services and make t h e m available for functional testing. If no acceptance date has been agreed between the parties, conrizon may demand acceptance with d u e notice.

18.6   Unless otherwise agreed, the customer shall be entitled to subject the contractual services to a functional test within 10 days of receipt of the declaration of readiness for operation and/or the request for acceptance [functional test period]. The customer shall declare acceptance of the contractual services at the latest at the end of the functional test period. Acceptance cannot be refused due to insignificant defects.

18.7   If the customer does not accept the work or parts thereof within the period specified in 18.6, although he is obliged to do so, this shall be deemed equivalent to acceptance.

18.8   The customer must immediately inspect the services provided by conrizon for obvious and recognisable defects and, if present, notify conrizon thereof in a comprehensible form, stating the information suitable for remedying the defect [in accordance with § 377 HGB]. The customer must give notice of non-obvious defects as soon as they become known. Furthermore, the customer shall take the necessary measures to enable the defects or damage and their causes to be identified and reproduced or to facilitate and accelerate the elimination of the fault.

18.9   If the customer accepts a defective work or parts thereof although he is aware of the defect, he shall only be entitled to warranty rights if he reserves his rights due to the defect at the time of acceptance.

18.10 conrizon shall initially fulfil the warranty at its discretion by repair or replacement delivery [subsequent performance]. To exercise its right of choice, conrizon shall be entitled to a period of consideration of at least ten working days, calculated from receipt of the customer's notification. The customer m u s t tolerate three attempts at subsequent fulfilment for the same defect. If the subsequent fulfilment fails, the customer may, at his discretion, demand a reduction of the remuneration [reduction] or cancellation o f the contract [withdrawal]. However, the right of cancellation is excluded for minor breaches of contract [insignificant b r e a c h e s o f duty], in particular for minor defects.

18.11 If the customer chooses to rescind the contract after subsequent fulfilment has failed, the customer shall not be entitled to any additional claim for damages against conrizon due to the notified defect, notwithstanding the cases mentioned in 12.1 and 12.2. The customer is not entitled to remedy defects itself [self-remedy] and/or to demand reimbursement of the necessary e x p e n s e s .

18.12 The limitation periods in accordance with 14. shall apply accordingly to defects in partially accepted services, starting at the time of the acceptance.

Partial acceptance, insofar as these are not demonstrably simultaneous defects in the overall performance. For all defects in partially accepted services that are also defects in the overall system, the limitation period begins with the partial acceptance

19.   Change request procedure

The provisions of the amendment procedure/change request pursuant to Section 17 apply accordingly to contracts for work and services.

F. Special provisions for continuing obligations [service, rental, care, maintenance and other services]

20. General service provision/ remuneration

20.1 If, due to circumstances for which conrizon is responsible, the services are not performed or not performed in accordance with the contract, conrizon shall perform these services within a reasonable period of time in accordance with the contract if and to the extent that the customer has notified conrizon of this without delay, at the latest within two [2] weeks of performance, at l e a s t in text form.

20.2 The limitation period for the customer's claims shall commence upon performance of the service or termination of the contract.

20.3 When commissioning services (especially in c o n s u l t i n g), invoicing is always based on time and material. Irrespective of the actual service time, the minimum billing unit is 2 working hours (plus additional costs). If requested, conrizon shall provide the customer with a performance overview.

20.4 Unless otherwise agreed, conrizon is entitled (without prejudice to 6.7.) to increase the remuneration by 2.5 % annually.

20.5 conrizon shall inform the customer accordingly in the event that the originally estimated expenditure for a service is exceeded as far as possible. In this case, conrizon is not obliged to agree on the provision of further services. In any event, the c u s t o m e r shall be obliged to pay for the service in accordance with the agreed and rendered effort, irrespective of whether the success expected by the customer is achieved.

21. Hardware maintenance services

21.1 The maintenance measures include the measures to restore the target condition in accordance with the contractual services.

21.2 The prerequisite for hardware maintenance services is that the customer ensures the device-specific environmental conditions and provides the power supply in accordance with conrizon's installation instructions.

21.3 conrizon may, at its own discretion, carry out an initial inspection of hardware that was not supplied, serviced or maintained by conrizon, for which a separate fee is payable.

21.4 conrizon may replace or repair defective products at its own discretion. Replaced products become the property of conrizon.

21.5 Unless otherwise stipulated, the provisions in 22.3 accordingly.

22. Software maintenance services/general service level for software

22.1 The contractual maintenance measures include additions, i m p r o v e m e n t s and changes to the contractual software and support [web portal/ticket system/hotline] in questions that arise during the contractual use of the software. Further details essential to the contract are contained in t h e **Software Maintenance [Maintenance and Support] Policy**.

22.2 The care measures include:
- the provision of the latest version of the standard version of the software provided under the licence agreement (update);
- Remedy of defects after the transfer of risk [software errors/defects] are only maintained in the latest version,
- Sending changes for the existing software;
- Provision of new or adaptation of existing documentation;
- Access to the hotline service during service hours [between 08:00 and 18:00 Monday to Friday] for the latest and the next previous version of the software;

22.3 The following response times apply to reported errors [processing Monday to Friday], which refer to the start of the measures to rectify the error:

22.3.1 In the event of system downtime within 24 hours on working days Monday to Friday [excluding public holidays] during service hours [08.00 to 18.00]

22.3.2 In the event of failure of a service component within 36 hours on working days during service hours.

22.3.3 For all other defects within 48 hours on working days.

22.4 The f o l l o w i n g points (*additional services*) are not covered by the care services:
- free delivery of upgrades/releases;
- Installation of the latest version of the standard version of the software products sent to us
- Recording, analysing and redesigning individual customer requests. In these cases, conrizon will disclose the r e q u i r e d effort and the associated costs.
- Elimination of errors for which conrizon is not responsible.
- Realisation of training courses.
- Services that become necessary due to the use of the software in a hardware and software environment other than that recommended by conrizon/scripting/conversion of the software to another operating system or another hardware system at the customer's request, provided that conrizon offers a corresponding version for this purpose.
- Necessary adaptation work on the software in the event of changes t o existing operating/database systems by their manufacturers/the customer as well as interoperability of the software with software from third-party manufacturers.
- Services due to any other adaptation or modification of the program code of the software by the customer or a third party not authorised by conrizon
- Services to the software that become necessary due to i m p r o p e r handling and/or breaches of obligations by the customer, such as non-compliance with the user documentation (e.g. operating errors).
- On-site advice on all issues relating to the use or application of the software products, including the sharing of deployment and application experience from the entire user community.

23. Contract term and termination

23.1 If no date has been agreed for the start of the contractual s e r v i c e s , the contract term shall commence upon the conclusion of all relevant contractual documents by both parties or the provision of services. In the event of doubt, the contract shall commence on the first of the following month and a minimum contract term of 12 months shall be assumed.

23.2 If the contract has been concluded for a specific period or a minimum contract term has been agreed with the customer, the contract shall be extended by the agreed period or minimum term if it is not cancelled with a notice period of 3 months to the end of the respective specified period or expiry of the minimum contract term.

22.3 If no end of the respective term h a s been agreed for continuing obligations, the respective part of the service may be terminated by the customer with three months' notice to the end of the year and by conrizon within one month to the end of the calendar quarter, in addition to the cases stipulated in these General Terms and Conditions.

23.4 The right to terminate the contract for good cause remains unaffected. Prior to termination for good cause, this must be threatened at least in text form. The contracting party in breach of contract must be warned at least in text form and must be given the opportunity to remedy the grievances justifying the good cause within 30 days of receipt of the warning. In particular, a warning is not required if
- the customer seriously and definitively refuses to fulfil his obligations;
- is more than 14 days in arrears with the payment of the fees owed or a not insignificant part thereof;
- the customer, its agents or vicarious agents culpably violate essential provisions of the c o n t r a c t u a l provisions [including the GTC, service descriptions, BVB, SLA, EULA];

- the customer violates criminal p r o v i s i o n s when using the services or if there is urgent suspicion of an offence in this regard;
- a change occurs in the person of the customer, a company is sold or the circumstances under company law change in such a way that there are justified doubts about the reliability and performance of the customer and
- if an application for the opening o f insolvency proceedings has been filed against the customer's assets, such proceedings have been rejected for lack of assets, enforcement against the customer has been unsuccessful, or enforcement measures have been taken and not cancelled within one month [e.g. cancellation of the attachment].

23.5 Any cancellation must be in text form to be effective.

23.6 The application of § 545 BGB is excluded. Termination by the customer pursuant to § 543 (2) sentence 1 no. 1 BGB for failure to grant use in accordance with the contract is only permissible if conrizon has been given sufficient opportunity to remedy the defect and this has failed. Failure to remedy the defect shall only be deemed to have occurred if it is impossible, if it is refused or unreasonably delayed by conrizon or if it is unreasonable for the customer for other reasons.

23.7 With the cancellation of an individual contract, conrizon is entitled to simultaneously cancel all other individual contracts concluded with the customer. If a minimum term has been agreed for an individual contract before the expiry of which the contract in question cannot be terminated, it shall continue to apply until the date on which the individual contract in question can be cancelled for the first time. The announcement of the "*End of Life*" is also deemed to be an ordinary cancellation of the software maintenance for the corresponding software at the next possible date. conrizon shall inform the customer - if possible - about options for upgrades/releases or a m i g r a t i o n to a current successor product.

23.8 In the event of an agreed term and in the event of c a n c e l l a t i o n for a reason for which the customer is responsible, the customer is obliged, irrespective of the termination of the services by conrizon, to pay the agreed remuneration until the next possible ordinary termination date; however, the customer reserves the right to prove that conrizon has suffered no or only minor damage as a result of the premature termination of the contract. The assertion of further damages by conrizon remains unaffected by this.

23.9 By separate agreement, conrizon shall, as far as possible, provide the services required to transfer t h e contractual services to the customer or a third party designated by the customer [e.g. migration to another service provider, provision of appropriately qualified e m p l o y e e s , provision of training] for a period of up to six [6] months after termination of an individual contract. Details of the support services shall be regulated by the contracting parties in a termination agreement. The contracting parties shall conclude the termination agreement no later than twelve [12] months before the end of an individual contract or, in the event of termination, immediately after the declaration of termination has been submitted. Unless otherwise agreed, the additional services to be provided by conrizon as part of the support services shall be invoiced on a time and material basis in accordance with the then applicable conditions [see 6].

23.10 If the regulatory content of individual provisions extends beyond the term of the contract [e.g. indemnities, limitations of liability, copyrights, data protection and confidentiality], these provisions shall remain effective beyond the term of the contract.

Upon termination of the contract - for whatever legal reason - the rights of use or licences granted to conrizon or third p a r t i e s in connection with the provision of the service shall lapse.

24. Change request procedure

In the context of continuing obligations [service, rental, maintenance and other services], the provisions of the change procedure/change request pursuant to § 17 shall apply accordingly.

G. **Special contractual conditions for hosting services [including SaaS, PaaS and MCS]**

25.   General hosting services of conrizon

25.1   conrizon provides hosting services in favour of the customer. These can include, among other things
- Software as a Service [SaaS]
- [the provision of software or s o f t w a r e functions in an infrastructure operated by conrizon]
- Platform as a Service [PaaS]
- [Provision of a complete infrastructure with standardised interfaces. The customer g e n e r a l l y has no access to the underlying layers [operating system, hardware], but can run their own applications on the platform, for the development of which conrizon offers its own tools]
- Managed Cloud Services [MCS]
- [These are services that go beyond conrizon's typical service obligations, e.g. user m a n a g e m e n t, administration of various cloud offerings or options, capacity management, advice on upgrade and licence issues, etc., in each case tailored to the customer's individual needs. - each tailored to the i n d i v i d u a l needs of the customer

Details on the type and scope are contained in the contract d o c u m e n t s and can be found in the **product-specific licence conditions.**

25.2   If a SaaS or PaaS service is owed, conrizon shall make the application/platform agreed in the contractual documents available to the customer for use in a cloud infrastructure operated by conrizon, including the necessary accesses, from the agreed time of provision.

25.2.1 The availability, content and architecture and their performance a s well as for its development activities are the responsibility of conrizon. The customer shall not carry out or authorise any penetration tests in the respective cloud infrastructure without the prior consent of conrizon.

25.2.2 If agreed, conrizon is obliged to install and integrate the programme versions of the application/platform agreed in the contract. This shall be done within a reasonable period of time a f t e r the programme version is available.

25.2.3 Insofar as an MCS service is owed, conrizon shall provide services in connection with SaaS and PaaS to the agreed extent for which the customer is otherwise responsible [e.g. cooperation services] as well as other services [e.g. consulting services or work to establish access].

25.2.4 Insofar as SaaS and/or PaaS services are not owed by conrizon, conrizon is not responsible for these third-party services, even if the integration, control or use of the third-party services is part of its services.

25.3   The availability guaranteed by conrizon is governed by the SLA. This does not include times during which availability cannot be maintained due to technical or other problems that are beyond conrizon's control [including force majeure, see 2.34, third-party fault and planned maintenance work, etc.]. cannot be complied with. This shall also apply if the customer utilises the system capacities provided in breach of the contract [cf. clause 27 - ToS].

25.4   In accordance with a separate agreement, conrizon provides separate services on a time and material basis. These may include the following points as examples:
- Recording, analysing and redesigning individual customer requirements in relation to the software modules provided.
- Elimination of faults and m a l f u n c t i o n s for which we are not responsible;
- Carrying out follow-up training that becomes necessary due to changes initiated by the customer;
- On-site advice on all issues relating to the use of the software, including the passing on of application and software experience from the entire user community.

26.   General Service Level Agreements [SLA]

26.1   conrizon guarantees an annual average availability of 95.00% for services.

26.1.1 Defects are assigned to the following defect classes:
- Fault class 1   [Faults preventing operation]: The proper utilisation of the services or e s s e n t i a l parts is excluded. The operational process is impaired to such an extent that an immediate remedy is necessary.
- Error class 2   [Defects hindering operation]: The use of the services or essential parts is impaired to such an extent that reasonable work with the services is only possible with not inconsiderable effort or use of the services represents an unreasonable risk for the proper functioning of a parallel system. A short-term remedy is required.
- Error class 3   [Other faults]: Utilisation is not significantly impaired, r e c t i f i c a t i o n is necessary but not urgent.

26.1.2 The following parameters apply to the rectification of defects: Response time
- Error class 1: 24 hours
- Error class 2: 48 hours
- Error class 3: 72 hours

26.2   conrizon is authorised to carry out care and maintenance work and to suspend or restrict the provision of services for this reason [Scheduled Downtime]. As far as possible, it shall carry out n e c e s s a r y maintenance work during periods of low utilisation. The maintenance work should not exceed a period of 4 hours per quarter.
If longer temporary service suspensions or r e s t r i c t i o n s are necessary, conrizon shall notify the customer of the type, extent and duration of the impairment 10 days in advance, insofar as this is objectively possible under the circumstances and the n o t i f i c a t i o n would not delay the elimination of interruptions that have already occurred. The aforementioned restrictions shall not be deemed unavailable times.

26.3   A disruption to be remedied by conrizon does not exist in the event of i m p a i r m e n t s of data transmission outside the data network operated by conrizon, e.g. due to line failure or disruption at other providers or telecommunications providers. Periods of unavailability also do not include periods during which c o n r i z o n restricts or blocks access to individual p r o d u c t s and/or services due to an acute threat to its data, hardware a n d / o r software infrastructure or to the customer's data, hardware and/or software infrastructure from external threats [e.g. viruses, Trojans], or due to a significant threat to the security of network operation or network integrity. In the event of such a decision, conrizon shall take into account the legitimate interests of the customer as far as possible, inform the customer immediately of the measures taken and do everything reasonable to lift the access restriction or blocking without delay.

26.4   The responsibility of conrizon for the components used for the provision o f services ends at the data interfaces of the data centre to the public data networks or to the customer's data network, insofar as a direct connection to the customer's data network exists on the basis of a contractual agreement.

26.5   In the event of a network and/or other service disruption, the customer must inform conrizon immediately of the disruption [prerequisite for the start of the response time].

27.   Terms of Service

27.1   The customer is aware that the use of the services may require functional knowledge of the administration of server systems [system administration].

27.2   conrizon is not obliged to monitor the information transmitted and stored by the customer or to investigate circumstances that indicate illegal activity. As a rule, it has no regulatory possibility to determine the content of the customer's infrastructure, in particular no administrative a c c e s s . It is the sole responsibility of the customer to monitor the information stored on IT systems.

t o update and technically control installed software, applications or developments. The customer must therefore independently inform himself about the availability of updates, upgrades, releases and new versions and carry out corresponding u p d a t e s at his own expense and risk.

27.3 The customer is obliged to label any internet presence in connection with conrizon's services as well as the relevant content accessible to the public in compliance with the applicable regulations [in particular the obligation to provide an imprint]. The customer shall indemnify conrizon against all claims b a s e d on a breach of the aforementioned obligations.

27.4 The customer undertakes not to send or have sent any emails containing advertising without the express consent of the respective recipient [cf. e.g. Section 7 (2) UWG, Art. 6 GDPR]. This applies in particular if the e-mails in question are distributed en masse with the same content [so-called "spamming"].

27.5 Furthermore, the customer undertakes not to u s e the resources provided by conrizon for the following actions or to enable third parties to perform similar actions:
- unauthorised spying and intrusion into other people's computer systems [e.g. hacking, phishing];
- Obstruction of third-party computer systems by sending/forwarding data streams and/or emails;
- Search for open access to computer systems [e.g. port scanning];
- Falsification of IP addresses, mail and news headers, as well as the distribution of viruses, worms and Trojans, etc;
- Interruption or obstruction of communication services;
- committing administrative offences or criminal offences and
- the collection, use and dissemination of illegal and/or immoral content [such as pornography, extremism, copyright infringements, depictions o f violence].

27.6 If the customer breaches one or more of the aforementioned obligations or if third parties credibly allege such a breach, conrizon is entitled to immediately block the provision of services for as long as the breach of law or the dispute with the third party persists. The customer shall be i n f o r m e d of this - as far as possible in advance. The blocking is to be limited to certain services in accordance with the technical possibilities and the cause. It may only be maintained as long as the reason for the block persists. If the customer continues the infringement despite a warning or reprimand and/or if conrizon can no longer reasonably be expected to continue the contractual relationship, conrizon may terminate the contract for good cause.
Further claims for damages remain unaffected by this.

27.7 The customer undertakes to indemnify conrizon against all claims asserted in connection with the use of the respective services [in particular due to possible violations of the licence conditions pursuant to Section 10].

28. Data backup

28.1 conrizon will use appropriate technical solutions to ensure data security. Since complete protection is not possible, in addition to the n e t w o r k and hardware security guaranteed by conrizon, the customer is r e c o m m e n d e d , among other things, to use its own security measures.

28.2 The customer is advised that it is incumbent on the customer to perform a data backup [backup procedure] after each working day on which the data stock was changed by the customer or its vicarious agents, whereby data stored on conrizon's servers may not b e backed up on these servers. In particular, the customer must carry out a complete data backup before each commencement of conrizon's services or before the installation of hardware or software. Furthermore, the customer is obliged to carefully test each programme/software and other service component for freedom from defects and usability in its specific situation before using the service.

operational use begins. This also applies to programmes/software that the customer receives from conrizon. The customer is expressly advised that even minor changes may affect the operability of the entire system.

28.3 The customer is responsible for compliance with archiving and deletion obligations [e.g. under commercial and tax law]. conrizon is entitled to delete the information transmitted and stored by the customer [contents of the customer's infrastructure] immediately after termination of the contractual relationship. If deletion is prevented by legal, statutory or contractual retention periods, requires disproportionate effort or impairs the customer's legitimate interests, deletion shall be replaced by blocking.

29. Amendment procedure/ change request/ remuneration/ contract term and termination
In the context of continuing obligations [service, rental, maintenance and other services], the provisions of the change procedure/change request or the contract term pursuant to **Section F.** accordingly.

H.   General End User Licence Agreement [A-EULA]

30.   Securing the rights of use

The customer must ensure that each user/end customer of the contractual services takes note of, confirms and complies with conrizon's end user licence conditions.

31.   Requirements for end users when purchasing licences

31.1   The end user may [i] use the services exclusively for the intended purpose [ii] make copies only to the extent necessary for reasonable backup purposes [e.g. disaster recovery]; and [iii] not use the Services to provide services t o   third parties in the context of outsourcing

31.2   The End User may not copy, modify or create derivative works of the Services except [i] to the extent expressly authorised by conrizon or [ii] to the extent necessary to use the Services as intended, or [iii] for troubleshooting if conrizon has not offered to remedy the defect within a r e a s o n a b l e   time and on reasonable terms despite the end user's request or, if the end user has accepted an offer from conrizon to do so, if conrizon has not begun to remedy the defect within a reasonable time and after expiry of a deadline set by the end user; However, this shall apply with the proviso that all such modifications and/or derived works shall become contractual services i n accordance with the End User Terms.

31.3   The end user is not permitted to [i] grant sub-licences to the services [in particular the transfer or s u b - l i c e n s i n g   of a personal licence in such a way that several users share the licence in excess of the number of per- sonal licences granted], [ii] to rent or lease it to third parties for commercial purposes or [iii] to assign or otherwise transfer the rights of use [in particular the right of reproduction] directly or indirectly to other natural or legal persons without the p r i o r   written consent of conrizon, which may not be withheld contrary to the principles of good faith; (iv) use the Services to benchmark, collect or publish data or analyses related t o   conrizon's services or develop a product that competes with any conrizon product or service.

31.4   In all copies of the Services made in compliance with the restrictions s e t   forth herein and in all adaptations t h e r e o f , the End User shall r e p r o d u c e   and include any copyright, patent, trademark or other proprietary rights notices of conrizon that appear in the Services and on the m e d i a   containing the Services purchased by the End User.

31.5   The end user's obligations in this regard shall be agreed in favour o f conrizon and may be enforced by conrizon.

I.   Final provisions

32.   Final provisions

32.1   Amendments or supplements to the terms and conditions, the contractual documents as well as waivers by conrizon, such as for the assertion of contractual penalties, must be made in text form. If conrizon does not insist on full and/or partial compliance with or fulfilment of any of the terms or provisions of these GTC and the supplementary provisions, this shall not be construed as an acknowledgement of the act of infringement or a waiver of f u t u r e application of t h e relevant term, provision, option, right or remedy.

32.2   The customer may only set off claims against conrizon's remuneration claims a g a i n s t claims that have been legally established or recognised by conrizon. The assertion of rights of retention must be based on the same contractual relationship.

32.3   The contracting parties undertake to refrain from actively soliciting e m p l o y e e s of the other contracting party themselves or through third parties d u r i n g the term of the contractual relationship and within 12 m o n t h s of termination of the framework agreement.

32.4   The assignment or pledging of claims or rights to which the customer is entitled vis-à-vis conrizon is excluded without the consent of conrizon. The same applies to a transfer of use [in whole or in part] to third parties.

32.5   The law of the Federal Republic of Germany shall apply exclusively to the exclusion of private international law [in particular the United Nations Convention on Contracts for the Inter- national Sale of Goods, CISG or conflict of laws].

The place of fulfilment and place of jurisdiction for all disputes arising from or in connection with this contract is the registered office of conrizon. In addition, conrizon is entitled to sue the customer at its general place of jurisdiction. Any exclusive place of jurisdiction remains unaffected.

In the event of a dispute arising from the contractual relationship, conrizon and the customer are authorised to bring the dispute resolution body of the Deutsche Gesellschaft für Recht und Informatik e.V. ["DGRI e.V."] or alternatively to conduct a mediation procedure before conducting court proceedings. The chosen procedure should s e r v e to s e t t l e the dispute in whole or in part, provisionally or finally.

32.6   The invalidity, unenforceability or ineffectiveness of individual provisions of these GTC and the supplementary provisions/contractual documents, even if these are included later or regulated in an addendum, shall not affect the validity of the remaining provisions. In place of the invalid, void or u n e n f o r c e a b l e provision, a provision shall be deemed to have been agreed which, as far as legally possible, comes closest to the economic intent of the invalid, void or unenforceable provision. The same applies

- for unintended loopholes; in such a case, a provision shall be deemed to have been agreed which comes closest to what would have been regulated according to the meaning and purpose of this contract if the parties had known of the loophole; or
- should a condition be ineffective with regard to a period of time or a specified behaviour.