

General Terms and Conditions of DISS-CO

1 Scope / Commitment period

1.1 These General Terms and Conditions (hereinafter "**GTC**" or "**Contract**") apply to business relations of DISS-CO GmbH, Strandbaddamm 4, 22880 Wedel, Germany (hereinafter "**DISS-CO**") with its clients. DISS-CO's clients are exclusively legal entities, companies and freelancers (hereinafter the "**Clients**").

1.2 DISS-CO essentially provides services to Clients in connection with the online platform "Smart Integrity Platform" (hereinafter "**SIP**") operated by DISS-CO and usable via the Internet. Through the SIP, DISS-CO provides the Client with "**SIP Modules**" which are designed to assist the Client in establishing and improving compliance management in its organisation. In particular, the SIP and the SIP Modules enable the so-called 3-way communication between the Client, its internal and external users and third parties (e.g. consultants, auditors, lawyers) (hereinafter "**Users**"), for example in the context of a whistleblower system solution.

1.3 The services (as described below under paragraph 2) provided through SIP and SIP Modules and the content of the Contract in detail shall always be governed by the offer/order documents (hereinafter "**offer**") prepared by DISS-CO, provided in the course of the ordering process and accepted by the Client. In the event of any contradictions between the Offer and the GTC the Offer shall prevail.

1.4 The Client's general terms and conditions shall only become part of the Contract instead of or in addition to these GTC if DISS-CO expressly confirms this to the Client in writing when the Contract is concluded.

1.5 DISS-CO reserves the right to change these GTC at any time. The Client will be informed of the changes by e-mail four weeks before the changes come into force. In this e-mail the Client will be sent the new GTC. The Client is entitled to object to the validity of the new GTC within four weeks after receipt of this e-mail. If the Client fails to object, the amended GTC shall become part of the Contract after the expiry of the four-week period. DISS-CO shall expressly draw the Client's attention to this period in the notification of the amendment.

1.6 Excluded from the right of DISS-CO to amend these GTC in accordance with the previous paragraph are provisions which affect the main performance obligations of the contracting parties and which thus significantly change the relationship between main and counter-performance obligations, as well as other fundamental changes to the contractual obligations which are equivalent to the conclusion of a new contract. Such changes require an express contractual agreement.

2 DISS-CO services

2.1 DISS-CO shall provide the following services during the term of the Contract, unless otherwise stipulated in the offer:

2.1.1 Provision of the SIP;

2.1.2 Provision of modular and individually orderable SIP modules based on SIP;

2.1.3 Troubleshooting of the SIP and the SIP modules (hereinafter "**SIP Solution**"); the medium of contact with DISS-CO and the response times of DISS-CO shall result from the Offer and the separate Service Level Agreement, annex in these GTCs;

2.2 To the extent separately regulated in the offer, DISS-CO shall provide additional services ("**Managed Services**") to the Client in connection with the use of the SIP Solution, in particular services in the area of software development ("**Work Services**") or other consulting and training services ("**Services**"). For work services, the "Supplementary Provisions for Work Services" of these GTC (Sections 11 et seq.) shall apply in addition to and have priority over the other sections of these GTC. Insofar as these GTC do not contain any suitable provisions for services, the statutory provisions shall apply.

2.3 DISS-CO may provide the SIP Solution to the Client in a demo version or for testing purposes. The demo version shall have a limited scope of functions and shall serve solely for presentation purposes to the Client. The Client shall have the additional obligations under clause 3.5. The rights of use to the demo version or the SIP solution provided for test purposes in accordance with Clause 5 shall apply accordingly; the right of use is restricted in terms of content for demonstration or test purposes. Violations by the Customer shall be prosecuted under civil and, if applicable, criminal law. If the Client does not wish to use the SIP Solution after the expiry of the agreed test period, the Client shall receive a credit note for the remuneration paid, provided that the Client has fulfilled the obligations under clause 3.5.

2.4 The provision of the SIP Solution is subject to certain requirements with regard to the technical infrastructure used at the Client's and, if applicable, its users' premises. The Client shall inform itself about and observe the essential functional features of the SIP Solution and the technical requirements. DISS-CO shall notify the Client of any significant changes to the requirements for the technical infrastructure. The Client shall bear the risk as to whether the SIP Solution meets its requirements and circumstances.

2.5 Insofar as these services are not expressly regulated in the offer, DISS-CO shall only provide further services in connection with the use of the SIP Solution (support, training, consulting, etc.) insofar as this is possible and reasonable for DISS-CO at its own discretion in the individual case.

2.6 Insofar as DISS-CO prepares reports in the context of the provision of services for the Client, this shall be done in digital form (PowerPoint format), unless otherwise agreed between the parties.

2.7 DISS-CO shall perform its services in accordance with the offer and in accordance with the recognised rules of technology. DISS-CO shall only be obliged to comply with technical or other standards insofar as these are expressly stated in the offer. In that case, these standards shall apply in the version applicable at the time of the submission of the offer. Performance dates or deadlines shall only be binding on DISS-CO and cause default if they have been expressly designated as binding by DISS-CO in writing. Further promises by DISS-CO regarding the availability and other quality parameters of the services are governed by a Service Level Agreement, annex in these GTCs.

3 Obligations of the customer

3.1 The Client acknowledges its obligations to cooperate as a prerequisite for the provision of services by DISS-CO and thus as its contractual obligation.

3.2 The provision of the SIP Solution is subject to certain requirements with regard to the technical infrastructure used at the Client 's premises. The Client shall inform itself about and observe the essential functional features of the SIP Solution and its technical requirements (e.g. with regard to browser, client hardware and network connection).

3.3 Technical requirements and specifications under clause 3.2 may change from time to time, in particular in connection with updates to the SIP Solution. DISS-CO shall inform the Client in good time before any change in the requirements and specifications. The Client shall implement any updated requirements and specifications without undue delay.

3.4 The Client shall use the SIP Solution solely for the purposes agreed in the Offer. If the Client uses the Solution for test purposes, the Client shall provide DISS-CO with the agreed user feedback as part of the test use.

3.5 The Client shall name in writing a contact person for DISS-CO and an address and e-mail address at which the contact person can be reached. Furthermore, the client shall name to DISS-CO all persons who are authorised to use the services of DISS-CO (hereinafter: **"authorised users"**), together with their contact details. The Authorised Users shall receive individual access data which shall be specified by the client in advance. The client is obliged to keep the address and contact details of the contact person and the authorised persons up to date at all times and to report any adjustments to DISS-CO without delay.

3.6 The Client will appropriately require Users to comply in turn with the terms and conditions set out for their use of the SIP. DISS-CO shall be entitled to require each User to electronically agree to an End User Agreement incorporated into the SIP as a condition of its use of the SIP. DISS-CO shall make this End User Agreement available to the Client in the SIP for review and customisation at any time.

3.7 If there is an infringement of the Client's rights of use, the Client shall cooperate to the best of its ability in the clarification of infringing acts and their scope, in particular by informing DISS-CO of the corresponding infringing act.

3.8 If the Client does not fulfil a duty or obligation or is late for the proper fulfilment of a duty or obligation and if DISS-CO is therefore unable to perform its services in accordance with the Contract, the agreed deadlines for performance shall be extended in accordance with the delay plus a reasonable period for resuming the work. DISS-CO shall additionally charge the Client for the additional expenditure caused by this, in particular for the extended provision of the personnel or material resources used, at the agreed rates in accordance with the offer accepted for the Managed Services.

4 Prices and terms of payment

4.1 The prices stated in the offer are in euros, plus the statutory value-added tax applicable at the time the service is provided and without deductions.

4.2 If DISS-CO incurs additional expenses due to gaps or ambiguities in the documents provided by the client, DISS-CO may invoice these additional expenses at the agreed rates, in accordance with the Contract. This shall also apply to additional expenditure which is attributable to contradictory or incorrect information from the sphere of the client.

4.3 Payments are generally debited and invoiced via an external payment service provider. Insofar as DISS-CO issues invoices itself, invoices shall be due for payment within 3-5 working days after receipt of the invoice.

4.4 The Client has the option of ordering Managed Services and flat-rate packages (for the SIP solution and managed services together). In this context, he receives effort quotas / hourly quotas for a certain period. The Client pays for these contingents in advance and uses it within 12 months. DISS-CO shall provide hourly statements in digital form for the services rendered. Expenses shall be invoiced per half hour commenced.

4.5 If DISS-CO provides Managed Services at the client's premises, travel costs, expenses and other incidental costs as well as out-of-pocket expenses incurred by DISS-CO for the provision of the contractually owed services (such as e.g. licence costs for third-party software products) shall be invoiced to the client additionally and according to expenditure, unless otherwise agreed in the individual case.

4.6 As of a delay of thirty (30) calendar days, DISS-CO shall have the right to revoke the grant of rights pursuant to clause 5 (1) and/or to prevent access to the use of the SIP Solution with immediate effect. In case of doubt, neither such revocation nor such discontinuation of access shall be construed as a rescission or termination of the Contract. DISS-CO will restore access as soon as the Client has settled the arrears in full.

4.7 DISS-CO shall be entitled to adjust the remuneration for the agreed services at any time. Insofar as this adjustment concerns prices to be paid on a regular basis within the framework of annual licences (see clause 9.1), DISS-CO shall notify the Client thereof in writing at least four (4) months before the end of the respective term. The Client's right of termination (clause 9) remains unaffected.

5 Copyright and rights of use

5.1 Upon payment of the fees owed, DISS-CO grants the number of Users of the Client specified in the Offer the simple, non-sublicensable, non-transferable right, revocable at any time, limited in time and content to the term of the Contract in accordance with the following provisions, to access the SIP Solution by means of telecommunications and to use the functionalities associated with SIP Solution by means of a browser in accordance with the Contract. DISS-CO retains all rights, title and interest in and to all intellectual property, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyrights or patterns based thereon. The Client shall not receive any further rights or interests, in particular to the SIP Solution and/or the software application on which the SIP Solution is based or generally on any other DISS-CO's intellectual property.

5.2 The Client is not entitled to use the SIP Solution and/or any of DISS-CO's intellectual property for any purpose that is unlawful or prohibited or which is beyond the use strictly permitted in accordance with the provisions of the Offer and the Contract or to have it used by third parties or to make it accessible to third parties. In particular, the client may not use the SIP Solution in any manner that could damage, disable, overburden, or impair the SIP Solution or interfere with any other party's use and enjoyment and the client is not permitted to obtain or attempt to obtain any materials or information through any means not intentionally made available or provided through the SIP Solution or duplicate, sell or make the SIP Solution or parts thereof available for a limited period of time, especially not to rent or lend it.

5.3 All content included in the SIP Solution, including associated products and services, such as but not limited to, text, graphics, logos, images, source code, as well as the compilation thereof and the software used on the Website is the property of DISS-CO and protected by intellectual property rights and proprietary rights.

5.4 The right of use always refers only to the latest version of the SIP solution provided; with updates, the rights of use to previously provided versions expire for the future.

6 Rights of the customer in the event of defects of title

6.1 DISS-CO warrants that no third party rights are infringed by the SIP when used by the client in accordance with the contract. This warranty is subject to the condition that the client notifies DISS-CO immediately in writing of any third party rights asserted against it and leaves the legal defence and settlement negotiations to DISS-CO. The customer shall support DISS-CO in this respect free of charge to a reasonable extent, in particular by providing DISS-CO with the necessary information. The client's statutory obligations to give notice of defects shall remain unaffected. Rights in this sense are only those to which the third party is entitled in countries in which the Client uses the SIP in accordance with the contract.

6.2 If the client cannot use a work product in accordance with the contract due to a conflicting right of a third party, DISS-CO may, at its own discretion, either (a) modify the work product in such a way that the right of the third party is no longer infringed, or (b) procure for the client the required authority to use the work product. Self-performance by the customer or by involving third parties is excluded. Clause 7 shall apply to claims for damages by the customer.

6.3 The client shall have no claims based on defects of title if the work results have been modified after acceptance by the client or third parties, unless the client proves that the infringement is not a consequence of the modifications. Claims of the client shall also not exist in case of infringements as a result of a combination of the work results of DISS-CO with such services or products of third parties who are not subcontractors of DISS-CO in this respect.

7 Liability

7.1 DISS-CO shall be liable for damage caused by gross negligence or intent on the part of DISS-CO, its legal representatives or vicarious agents. DISS-CO shall also be liable for damages resulting from culpable injury to life, body or health.

7.2 Only in the event of a breach of essential contractual obligations, the breach of which jeopardises the purpose of the contract and the fulfilment of which the customer could particularly rely on (so-called cardinal obligations), DISS-CO shall also be liable in cases of simple negligence. This liability is limited to compensation for damages that were typically foreseeable at the time of the conclusion of the contract. A further limitation of liability for all cases of slight negligence to the respective volume of the offer can be agreed individually in the offer.

7.3 Furthermore in cases where the SIP Solution is provided to the Client free of charge (demo/test version), DISS-CO's liability for cases of slight negligence is excluded.

7.4 In cases of slightly negligent liability, DISS-CO's liability for loss of profit, loss of savings and damage to its image shall be excluded in any case.

7.5 The above limitations of liability shall also apply in favour of DISS-CO's legal representatives and employees and shall also apply in case of pre-contractual or tortious liability.

8 Secrecy and data protection

8.1 The parties shall keep secret all information of the other party which comes to their knowledge in the course of the cooperation and which is subject to secrecy, i.e. protect it with due care against disclosure to unauthorised persons. Unauthorised persons within the meaning of this provision shall not include subcontractors used in accordance with the contract and employees of DISS-CO. The parties undertake to involve only those employees or third parties in the cooperation whom they have previously bound to secrecy in a comparable form.

8.2 All information of a party - irrespective of its form - which is marked in writing as requiring secrecy or whose need for secrecy clearly results from its nature, in particular business and trade secrets, is subject to secrecy. This also includes the terms and conditions of the respective contract.

8.3 Information that does not require secrecy is information that the receiving party can demonstrate is either

8.3.1 are or were generally accessible,

8.3.2 were already in the possession of the party without any obligation of secrecy,

8.3.3 have been developed independently and without the use of confidential information by another party, or

8.3.4 lawfully acquired the information from a third party who was not under an obligation of confidentiality.

8.4 DISS-CO shall comply with the Client's agreed data protection and data security requirements. Both parties shall comply with the applicable provisions of GDPR and local data protection laws, in particular those applicable in Germany as well as with all data protection laws applicable to DISS-CO, Client and such third parties and all data protection requirements, and shall oblige their employees deployed in connection with the contract to maintain data secrecy, insofar as they are not already under a general obligation to do so.

8.5 To the extent that personal data is processed in the course of the provision of its services under this Contract, DISS-CO shall act exclusively on behalf of and on the instructions of the Client. The parties shall enter into a separate written agreement on commissioned processing for this purpose.

8.6 The confidentiality obligations shall continue to exist beyond the end of the respective Contract.

9 Term and termination

9.1 The service shall commence at the time of the order in accordance with DISS-CO's order confirmation. Contracts have the term agreed in the offer, which is usually one year ("**Annual Licence**"). Contracts may be terminated by either party with the notice period specified in the offer at the end of the term; the termination notice period is twelve (12) weeks. If no notice of termination is given, the term shall be extended by the period stated in the offer in each case.

9.2 The right of both parties to terminate a Contract for good cause shall remain unaffected. If the reason for termination is a breach of a contractual obligation, the terminating party shall, prior to termination, set a reasonable period of time, which shall not exceed a forty-five (45) day period, for the other party to remedy the reason for termination; provided,

however, that if the alleged default is cured within the set period, the Contract shall not terminate and the notice of termination shall be of no further force and effect. All circumstances which make further cooperation with the other party unreasonable, in particular also default in payment of substantial amounts, a cessation of business by DISS-CO or repeated or persistent serious deficiencies in the provision of services or cooperation, shall be deemed to be good cause for termination.

9.3 Unless as otherwise expressly set forth in the Contract, any expiration or termination of the Contract shall be without prejudice to any claim for any antecedent breach and to the right of the aggrieved party to recover damage, loss, compensation and all sums payable thereunder. Notwithstanding any expiration or termination of the Contract, any rights as well as obligations, duties and liabilities arising pursuant to the Contract which contemplate post termination commitments by either party shall survive and continue in effect after any expiration or termination of the Contract and shall bind the parties concerned, their legal representatives, employees, successors, heirs and/or assigns.

9.4 Terminations require the written form; the text form is excluded.

9.5 The Client's right to extraordinarily terminate the Contract without notice if the contractual use of the SIP Solution is not granted to it in whole or in part in due time or is withdrawn from it again is excluded.

10 General provisions

10.1 DISS-CO is entitled to use the Client or its brand/logo as a reference for the purpose of presentation on the company website or in brochures, unless otherwise instructed by the Client upon acceptance of these GTC. For this purpose, DISS-CO is entitled to use the customer's logo from its website. Any further use, e.g. as a showcase or best practice example, shall only take place with the client's prior consent.

10.2 The assignment of rights or obligations of the Client arising from the Contract - in particular assignments and pledges - to third parties is excluded without the prior written consent of DISS-CO.

10.3 Offsetting by the Client is only possible with an undisputed or legally established counterclaim.

10.4 If the written form is required in accordance with these GTC, the text form shall be sufficient for compliance therewith, unless this is regulated differently in individual cases.

10.5 Agreements on amendments to the Contract must be made in writing (not in text form). Transmission of the respective documents by fax or e-mail is permissible.

The legal relationship between the parties shall be governed exclusively by German law. The place of jurisdiction is Hamburg.

Supplementary provisions for Scope of Work

11 Scope of the work

11.1 DISS-CO shall provide the work performances (such performances hereinafter also called "Project") as agreed in the offer and other performance descriptions that become part of the contract (e.g. specifications).

11.2 DISS-CO shall use carefully selected own employees or third parties as subcontractors with the respective required qualifications for the performance of the work. DISS-CO shall be entitled at any time to replace its own employees or third parties used for the performance of the services by employees with comparable qualifications and experience. If these employees have been communicated to the client by name, DISS-CO shall inform the client of the replacement.

11.3 The agreed remuneration covers only the scope of services documented in the offer documents. Additional services will be charged separately on the basis of the agreed or customary market prices, unless they are unremitting and commercially insignificant auxiliary services. Insofar as the service description in the offer documents contains unintentional gaps or ambiguities, DISS-CO shall be entitled to adjust the service description accordingly at its reasonable discretion.

12 Changes in performance (change requests)

12.1 The Client has the right to propose changes to the content and scope of the agreed services (hereinafter "**Change Request**"). Change Requests shall be submitted to DISS-CO in writing.

12.2 If the Client submits a Change Request, DISS-CO shall endeavour to review it in a timely manner and shall subsequently notify the Client whether (i) the Change Request is unreasonable and cannot be accommodated, or (ii) the Change Request requires extensive review which will be performed within a proposed time frame or (iii) DISS-CO can accommodate the Change Request, in which case, DISS-CO shall submit a corresponding review offer with price information on any additional remuneration for the review (expense/flat-rate remuneration). In the event that an extensive audit is required, the Client shall either grant or refuse the audit assignment in writing within ten (10) working days.

12.3 If the Client requests DISS-CO to review the Change Request, DISS-CO shall communicate its assessment of the effects (in terms of effort, duration and remuneration) if the Change Request is implemented. Otherwise DISS-CO shall not be obliged to review the Change Request. The review of a Change Request shall be remunerated by the Client on the basis of the agreed prices even if DISS-CO is not subsequently commissioned to implement the Change Request. If DISS-CO refuses to carry out the change request, only 50% of the agreed prices shall be charged.

12.4 Changes to the contract shall only become effective upon written agreement which includes the changes to the existing service agreement associated with the implementation of the change request. DISS-CO shall continue the work on the basis of the existing agreement until then, unless the Client requests an interruption of the agreed services, which shall be at the Client's expense.

13 Special obligations of the Client

13.1 In particular, the Client shall make decisions incumbent upon it regarding Project implementation and Project content without delay and notify DISS-CO thereof, and shall examine DISS-CO's proposals for changes without delay. If this is not possible, the Client shall contribute to immediate escalations. The Client shall be responsible for the management of its employees within the scope of the Project.

13.2 The Client shall provide DISS-CO in a timely manner with all technical and other documentation and information necessary for the successful completion of the Project.

14 Acceptance

14.1 Works / trades to be performed by DISS-CO are subject to acceptance. Results of services are not subject to acceptance. It may be described in the offer that defined partial results of work performances are accepted separately (real partial acceptance). Accepted partial results are the basis for the continuation of the work; they are not covered by any right to withdraw from the Contract. In this respect, the object of a separate acceptance is merely the contractual interaction of these partial performances with other results (integration).

14.2 DISS-CO shall make the trades available to the Client for acceptance after completion. Unless otherwise agreed, the Client shall declare the acceptance of the trades within five (5) working days after provision if the trades produced do not have any defects preventing acceptance within the meaning of the following provisions.

14.3 In the case of trades related to software, the parties shall agree on the course and scope of the acceptance test at the beginning of the execution of the Contract. For the performance of the acceptance test, the Client shall provide test data as well as the test results expected by it in due time before the provision of the trades in the form specified by DISS-CO in the offer documents and shall create the agreed technical prerequisites. DISS-CO shall be entitled to participate in the acceptance test and to inspect the test results.

14.4 Defects preventing acceptance are defects of classes 1 and 2 according to the following definition:

14.4.1 Class 1 defects are deviations that result in the trade or a central part of it not being usable for the customer (example: frequent unavoidable system crashes).

14.4.2 Class 2 defects are deviations that result in significant restrictions in the use of important functions of the trade that cannot be circumvented for an appropriate period of time that is reasonable for the customer (example: incorrect application results in terms of content; errors in reports).

14.4.3 Class 3 defects are all other deviations.

14.5 The parties shall assign the deviations identified during the acceptance test to the defect classes by mutual agreement. The Client shall document the result of the acceptance test, including the defects that have occurred as well as their classification, in full in an acceptance report within the acceptance period. If the Client has justifiably refused acceptance, DISS-CO shall remedy the documented defects preventing acceptance. The required parts of the acceptance test shall then be repeated.

14.6 Trades are deemed to be accepted as soon as the Client uses them productively or if the Client has not submitted a list of defects within fourteen (14) days after handover of the

trades in which at least one defect preventing acceptance is listed. If the Client requests design changes after handover of the trades or other project results which are not the subject of a notice of defects, DISS-CO shall endeavour to take these requests into account at a later date. Clause 16.8 of these GTC shall apply to this case.

15 Rights of use of the Client

15.1 In the event that customisations of the SIP Solution are developed, DISS-CO shall grant the Client a right to use the customisations in accordance with clause 5 of these GTC.

15.2 In the case of other work performances, DISS-CO shall grant the Client a non-exclusive, transferable and sub-licensable right of use, unlimited in time, space and content, to the work results created for the Client. DISS-CO grants this right to the Client subject to full payment and acceptance.

15.3 Until full payment has been made and the work results have been accepted, the Client shall have the right to test the work results as agreed; this shall not include the right to operational use (in accordance with clause 5 of these GTC). This right to test shall expire if the Client is in default of payment of the remuneration for more than thirty (30) days. A separate reminder by DISS-CO is not required for this.

15.4 Clause 15.2 does not apply to standard products that are part of the work product. Standard products are the SIP Solution as well as products or solutions of third parties which can be delimited in themselves and which are subject to their own licence conditions. This includes work results that contain "**open source software**" or adaptations of this software. Both parties undertake to observe these licence conditions. The Client's rights to the standard products are determined exclusively by their licence conditions.

15.5 The grant of rights under this clause shall not apply to any pre-existing materials or solutions (hereinafter "**DISS-CO IP**") held by DISS-CO, including any modifications and additions made thereto. DISS-CO shall at all times retain all rights and interests in DISS-CO IP. The rights of use granted to the Client in respect of the DISS-CO IP incorporated in the Work Results shall be determined in accordance with the purpose of the Contract as set out by both parties. The isolated use of DISS-CO IP is excluded.

15.6 DISS-CO shall in any case be entitled to make unrestricted use of the work results, including the know-how acquired in the performance of the services, in particular the material, concepts, procedures, techniques, methods and interim results on which the work results are based, subject to compliance with its confidentiality obligations.

15.7 Insofar as work results are created in the course of DISS-CO's performance which are patentable, utility modelable or designable, DISS-CO may file an application for the corresponding property right in its own name and for its own account. DISS-CO shall grant the Client the right to use the property right together with the work results to the extent necessary. No separate remuneration shall be payable for this property right licence.

16 Rights of the customer in case of material defects of the trades

16.1 The Client shall notify DISS-CO of any material defects in writing without undue delay after discovery, describing them specifically and in sufficient detail. The Client's claims for material defects shall become time-barred within twelve (12) months after acceptance, unless DISS-CO has fraudulently concealed the material defect; the statutory limitation period for the

Client's claims for damages due to material defects shall remain unaffected. In the case of partial performance, the period of limitation shall depend on the acceptance of the partial performance concerned. Statutory obligations of the customer to give notice of defects shall remain unaffected.

16.2 Material defects in software-related trades shall be assigned by mutual agreement to the classes defined in Clause 14.4.

16.3 DISS-CO may determine the type of subsequent performance at its own discretion. Subsequent performance shall also include a reasonable possibility of circumventing errors in software ("workaround") made available to the client by DISS-CO, provided that an insignificant error remains after taking the workaround into account. DISS-CO may also require the Client to install program parts with corrections ("bug fixes") sent to it. DISS-CO may determine the time of supplementary performance for material defects which do not prevent acceptance at its reasonable discretion.

16.4 The Client shall assist DISS-CO in analysing and remedying the defects to the necessary extent free of charge. This includes in particular the provision of documents and information to DISS-CO free of charge to a reasonable extent.

16.5 The Client may reduce the agreed remuneration or withdraw from the Contract in the case of material defects preventing acceptance if the subsequent performance has finally failed. The final failure shall be determined by DISS-CO taking into account the complexity and the circumstances of the remedy of the defect, but shall not yet be assumed in every case after two failures of an attempt of subsequent performance for a defect. Self-remedy of the defect by the Client or by involving third parties is excluded. Clause 7 of these GTC shall apply to claims for damages by the Client.

16.6 DISS-CO shall not be responsible for material defects based on faulty or incomplete performance descriptions and requirements (e.g. in the form of performance specifications), concepts or defective performance provided by the Client or third parties engaged by the Client or approved by the Client. DISS-CO is also not responsible for material defects insofar as trades have been changed after their acceptance, unless the Client can prove that the defect is not a consequence of the change.

16.7 If the defect is due to the use of defective third party software which DISS-CO uses for the purpose of providing the service and the defect of which DISS-CO is not permitted to remedy itself, DISS-CO's obligation to remedy the defect shall be to assert the claims against the respective licensors.

16.8 The Client shall reimburse DISS-CO for expenses incurred due to unjustified notices of defects at the agreed prices in addition to the agreed remuneration.

17 Confidentiality

DISS-CO is entitled to retain a copy of the work results and project documents for purely internal purposes, even if they contain information requiring confidentiality. However, this entitlement does not imply any obligation, i.e. DISS-CO may in particular not reserve any storage capacity beyond the period of project processing. The Client is solely responsible for the storage of its project information and results.

18 Term and termination

The customer's right of termination according to § 648 BGB is excluded.

DISS-CO GmbH

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GTC Updated on 21. Februar 2024

Service Level Agreement (SLA) for the Smart Integrity Platform

- Annex to the General Terms and Conditions of DISS-CO -

Within the framework of this Service Level Agreement (hereinafter "SLA"), the parties agree on certain qualitative requirements for the services provided by DISS-CO. These requirements ("Service Levels") defined in clauses 1 to 5 of this Service Level Agreement supplement the General Terms and Conditions of DISS-CO and the Offer to that extent. In the event of any inconsistency, this Service Level Agreement shall prevail.

This SLA relates solely to DISS-CO's services around the provision of the Smart Integrity Platform ("SIP") and the agreed SIP Modules, collectively referred to as the "SIP Solution". Where Service Levels relate only to individual SIP Modules, this will be identified accordingly in the SLA and any appendices thereto.

1 Availability

1.1 Downtime means the total time in hours in a year during which the SIP Solution is unable to respond to interaction requests from Clients and/or Users, excluding downtime that occurs due to the causes specified in Clause 1.4 below. Availability determines the percentage of a year in which the provided service runs without unplanned disruption. The year is a period of 365 calendar days or 8,760 hours during which the SIP Solution is provided. The year begins on the day the SIP solution is provided and ends 365 days later. Availability per year in percent is calculated as:

$$(8,760 \text{ hours} - \text{downtime}) / 8,760 \text{ hours.}$$

1.2 DISS-CO shall record the availability at the respective Delivery Point and provide this data to the Client in the form of an annual report in a digital format upon the Client's request.

1.3 The SIP solution is provided with an availability of at least 99% on an annual average.

1.4 Downtime in the following circumstances shall be excluded from the calculation of downtime under Clause 1.1:

1.4.1 Scheduled maintenance and announced downtime, including backup intervals as well as scheduled maintenance and announced downtime performed by the IT infrastructure provider (IaaS operator);

1.4.2 Misuse of access rights by the Client and/or the User or other use of the SIP Solution in breach of the contractual terms or contrary to the documentation for the SIP Solution;

1.4.3 Downtime during which DISS-CO provides the Client and/or Users with access to a previous version of the SIP Solution, but whose functionality is not significantly reduced compared to the current version;

1.4.4 Other issues beyond DISS-CO's reasonable control, including: work on the system at the Client's request, restoring a current database status from a backup medium or using database transaction logs, Client's failure to comply with technical usage requirements.

2 Interference suppression of the SIP solution

2.1 The Client shall assign faults, if applicable, to the following fault classes. DISS-CO may adjust the assignment based on the following criteria and appropriate benchmarks:

2.1.1 **Failure class 1: Failure** and inaccessibility of the SIP solution and thus no read and write access, no access for the user and/or customer to their account/administrator portal and no communication possibility between the user and customer for longer than the period regulated in failure class 2 (Clause 2.1.2).

Response time target: [8] working hours from DISS-CO's receipt of the incident report.

Defect resolution time target: [3] working days if the fault is caused by a hardware defect on the part of the IT infrastructure provider, otherwise [8] working hours until availability of a released update, workaround or other intervention.

2.1.2 **Error class 2:** The graphical elements in the interfaces of the SIP solution do not function properly (e.g. windows are not displayed, buttons are not visible). Communication from / to the SIP solution or its graphical user interface cannot be provided for a continuous period of [60] minutes or longer, with simultaneous proof by the customer of a functioning LAN communication.

Response time target: [8] working hours from DISS-CO's receipt of the incident report.

Defect resolution time target: [3] working days if the fault is caused by a hardware defect on the part of the IT infrastructure provider, otherwise [8] working hours until availability of a released update, workaround or other intervention.

2.1.3 **Error class 3:** Other errors.

Response time target: [8] working hours from DISS-CO's receipt of the incident report.

Defect rectification time target: [3] working days.

2.2 Disruptions pursuant to this clause shall at the same time restrict the availability pursuant to clause 1. With regard to faults which are not attributable to defects on the part of the IT infrastructure provider, DISS-CO undertakes in principle to rectify the fault as quickly as possible. The parties agree that software as state of the art is in principle not free of defects and that defect rectification time cannot be reliably promised without prior diagnosis. DISS-CO shall keep the Client informed about the estimated time required for the defect removal and the progress.

3 Support hotline

The support hotline is the customer's point of contact for rectifying faults in the SIP solution. The customer is responsible for contact with the user (1st/2nd level support). The support hotline can be reached by e-mail, ticket system (customer centre) or telephone by the customer. The support hotline is available Monday to Friday (excluding public holidays at DISS-CO's headquarters) from 9 am to 6 pm. Support requests are processed in the order in which they are received. Processing times can therefore not be guaranteed. In any case, the customer will receive information about the status of his support request at short notice. The contact details are available online at: [Contact Us - DISS-CO](#)

4 Terms and Conditions - DISS-CO Maintenance / updating of the SIP solution

4.1 DISS-CO shall perform scheduled maintenance/update of the SIP Solution as a rule every two (2) weeks. DISS-CO shall notify the Client (the Client's contact person, see clause 3.5 of the GTC) of any additional scheduled maintenance/update work required at least three (3) working days in advance by e-mail.

4.2 In urgent cases, e.g. to install security-relevant patches, unplanned downtime may be required for maintenance/upgrade work. In this case, DISS-CO shall inform the Client as early as possible. If the client refuses to agree and problems occur that could have been prevented by DISS-CO's action, the client shall not be entitled to any warranty or compensation.

5 IT security

5.1 DISS-CO takes IT security very seriously and ensures in this context:

5.1.1 compliance with the technical and organisational measures as described in the separately concluded agreement on commissioned processing pursuant to Art. 28 DSGVO;

5.1.2 orientation towards the specifications of the Federal Office for Information Security (BSI) on IT security. DISS-CO provides an up-to-date IT security concept in digital form on request.

5.2 DISS-CO is striving for ISO 27001 certification and is currently implementing the necessary measures. Upon completion of the certification, DISS-CO will provide suitable documents to prove IT security in digital form upon request.

6 Dealing with non-compliance with service levels

6.1 In the event that Service Levels are not met, the Parties shall establish the following procedure:

6.1.1 DISS-CO notifies the Client, or the Client asks DISS-CO to analyse the service level data.

6.1.2 DISS-CO will promptly determine the (possible) cause of the disruption (if known) in order to meet the service level.

6.1.3 Unless pursuit of the failure is waived, DISS-CO shall develop a corrective action plan, submit it to the Client for written confirmation (which shall not be unreasonably withheld or delayed) and implement it within a reasonable time (and in accordance with the agreed timescales) once confirmation has been given.

6.1.4 DISS-CO has not breached any Service Levels to the extent that the root cause analysis (properly conducted by DISS-CO) shows that the failure to comply with the relevant Service Level was caused by the Client.



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