

General terms and conditions ("GTC") for the use of the Remberg software ("Software")

1. Scope of Application

- 1.1 These GTC apply to the use of software developed and provided by Remberg GmbH ("**Remberg**") within a Software-as-a-Service (SaaS) model by entrepreneurs as defined in section 14 of the German Civil Code (*Bürgerliches Gesetzbuch*; "**BGB**"), i.e. individuals or entities entering into the contract in the course of their commercial or professional activities.
- 1.2 The exclusive basis of the contractual relationship between Remberg and the customer is the contract concluded between the parties based on Remberg's offer, which incorporates these GTC (hereinafter referred to collectively as the "**Contract**").
- 1.3 Any general terms and conditions of the customer that conflict with or deviate from these GTC shall not apply unless Remberg has expressly agreed to their binding effect in writing.
- 1.4 If the parties enter into further orders during the term of the Contract (e.g. for additional user licences, add-ons or packages), such orders supplement the existing Contract. Existing orders remain unaffected unless expressly agreed otherwise in the further order.
- 1.5 If a further order signed by both parties expressly refers to a version of these GTC identified by version and date that is attached to or linked in the order, that version shall, from the time it takes effect, fully replace the GTC previously incorporated and shall apply uniformly to the entire contractual relationship, including all existing orders. The commercial terms agreed in the Contract, in particular fees, term and scope of services, remain unaffected. Section 15 shall continue to apply in addition.

2. Subject matter of the Contract and scope of services

- 2.1 During the period of the Contract, Remberg will provide the customer with access to the Software as a cloud-based solution via the internet, as specified in the Contract (the "**Service**"). The Software is hosted, operated and maintained on the servers of Remberg's subcontractors/service providers. These servers are located in the Federal Republic of Germany.
- 2.2 The specific features and functionalities of the Software are set out in the Contract and the associated service descriptions. Remberg shall provide the customer with the current version of the Software available at the time.
- 2.3 Within the scope of the provided functionalities, the customer can configure their own content and processes. Remberg is not responsible for any development or customization beyond this scope. Software upgrades, such as additional features, third-party software

add-ons or APIs to third-party software, are not included. These may be made available to the customer upon a separate agreement with Remberg, which may be subject to additional fees. Unless expressly agreed in the Contract, Remberg does not provide customer-specific development services or support for third-party software systems or the customer's IT infrastructure.

- 2.4 Remberg will continuously improve and enhance the Software and the Service by providing patches, fixes, and updates (collectively "**Updates**") where such improvements (i) reflect technological advancements or (ii) are necessary to prevent misuse. In addition, Remberg may modify the Software and/or the Service if (i) such modifications are required by applicable law, (ii) the modifications benefit the customer, and/or (iii) the modifications are of a purely technical or procedural nature and do not materially affect the customer. All other changes are subject to Section 15 of these GTC.
- 2.5 Unless expressly agreed in the Contract, Remberg is not obligated to provide training or onboarding services for the use of the Software.
- 2.6 Remberg will provide the customer with the necessary access credentials to use the Software. The customer must keep these credentials confidential and must not disclose them to third parties.

3. Provision, availability and technical requirements

- 3.1 The Software is made available at the router exit of the data center where the server is operated (the "**Handover Point**"). The customer's connection to the internet is not part of Remberg's service obligations.
- 3.2 Remberg will perform backups at intervals of no longer than three (3) to five (5) hours.
- 3.3 The Software's average annual availability is 99%. The relevant metric is availability at the Handover Point. Downtime is recorded in full minutes and is calculated from the total duration of incident resolution within a calendar year. The following periods are excluded from the availability calculation:
 - a) Scheduled maintenance windows of up to six (6) hours per week, generally between 10:00 p.m. and 4:00 a.m. Central European Time,
 - b) urgently required unscheduled maintenance necessary for troubleshooting, and
 - c) periods of unavailability due to circumstances beyond Remberg's control, particularly force majeure events for which Remberg is not responsible.
- 3.4 The customer must observe and comply with the system requirements described [here](#) and device recommendations provided by Remberg.

4. Term and termination

- 4.1 The Contract has a minimum term as specified in the Contract (the "**Minimum Term**") and shall automatically renew for additional twelve (12) months (the minimum term and each renewal period individually referred to as a "**Contract Period**") unless terminated with ninety (90) days' notice prior to the end of the respective Contract Period.
- 4.2 The right to terminate the Contract for good cause remains unaffected.

Good cause shall in particular be deemed to exist if

- a) either party materially breaches a contractual obligation; or
- b) an application is filed for insolvency proceedings in respect of the other party's assets, or the other party becomes insolvent or unable to pay its debts.

Good cause shall also exist in the event of data use by the customer that violates the agreed contractual provisions.

- 4.3 Any termination must be made in writing.
- 4.4 Upon termination of the Contract, all rights of use granted to the customer in relation to the Software shall immediately expire, and the customer must cease all use of the Software.

5. Fees and payment terms

- 5.1 The customer shall pay Remberg the contractually agreed fee in advance for each billing period specified in the contract (the "**Billing Period**"). Unless otherwise agreed in the Contract, Billing Period shall be a period of twelve (12) months, for which the fee is invoiced in advance. Invoices are issued in text form via email. All prices are exclusive of applicable VAT.
- 5.2 All payments shall be made in euros. Depending on what is agreed in the Contract, payment shall be made by SEPA direct debit, credit card or on invoice by electronic bank transfer. Unless otherwise agreed in the Contract, Remberg is entitled to require payment by SEPA direct debit; in this case, the customer shall grant a corresponding mandate. If "invoice" is agreed as the payment method in the Contract, payment shall instead be made by electronic bank transfer to the bank account specified by Remberg. In the case of payment on invoice or by SEPA direct debit, the fee is due within fourteen (14) days of receipt of the invoice. In the case of payment by SEPA direct debit, collection shall take place no earlier than the due date. In the case of payment by credit card, the fee is due upon invoicing; the credit card is charged at that time. The customer shall bear any costs incurred by Remberg as a result of a chargeback for which the customer is responsible, a failed direct debit or a failed card payment. Remberg is entitled, in the event of a revocation

of the SEPA direct debit mandate or repeated failed direct debits or card payments, to require payment by electronic bank transfer.

- 5.3 If the customer defaults on payment, Remberg is entitled to charge statutory default interest (as defined in § 288 (2) of the German Civil Code (BGB)) and the statutory default fee of 40 euros (as defined in § 288 (5) of the German Civil Code (BGB)). In addition, Remberg may, after a reminder and expiration of a reasonable grace period, temporarily suspend services until full payment is received. If the customer is in default for more than sixty (60) calendar days, Remberg may terminate the Contract with immediate effect for good cause.
- 5.4 The customer may only offset claims if its counterclaims are legally established, undisputed, or ready for decision. The right to withhold payment can only be exercised if the counterclaim is based on the same contractual relationship.
- 5.5 If the customer exceeds the agreed scope of use (e.g. in terms of user licences, storage capacity or API calls) as set out in the Contract, Remberg is entitled to invoice the additional usage retroactively in accordance with the applicable price list. If the agreed number of users is exceeded, Remberg will notify the customer without undue delay in text form, in particular by email. The customer must confirm in writing or in text form within seven (7) business days whether the additional usage shall continue. If such confirmation is provided, or if additional users are created, the user quota will automatically be expanded for a fee. If no confirmation is provided by the deadline and the excess usage continues, Remberg is likewise entitled to expand the user quota and charge the applicable fee accordingly.
- 5.6 If a fee per person-day is agreed, one person-day corresponds to the effort of one employee for six (6) to eight (8) hours. For less than six hours, half a person-day will be charged.
- 5.7 Travel expenses associated with the Service (e.g. accommodation, flights, train tickets and per diems) will be invoiced monthly, provided that prior agreement has been reached with the customer.
- 5.8 Remberg is entitled to adjust the fee automatically as of the calendar quarter following the publication date, provided that the index of average gross monthly earnings in the sector 'provision of information technology services' (*Erbringung von Dienstleistungen der Informationstechnologie*) (Series 16, Series 2.4, Group J62), published by the German Federal Statistical Office, has changed compared to the value applicable at the time of Contract conclusion. Remberg will inform the customer of the adjustment in text form. If this index is no longer published, a successor or comparable index will apply.

- 5.9 Remberg may increase the fee beyond the index adjustment if general operating costs (particularly infrastructure or licence costs) have materially changed since the Contract was concluded. This increase must not exceed the proven change in costs and will be announced at least eight (8) weeks before it takes effect. If the price increase exceeds five percent (5%) compared to the most recently valid fee, the customer may terminate the Contract with fourteen (14) days' notice, effective at the end of the current Contract Period.
- 5.10 Any discounts granted by Remberg in an offer or order form shall apply, unless otherwise agreed, only for the initial Minimum Term. The then-current prices shall apply to any renewal periods.

6. Rights of use, Expansion of usage scope

- 6.1 This Section 6 exclusively governs the granting of usage rights to the Software developed by Remberg for the benefit of the customer. Any rights relating to third-party software, particularly open-source components, are governed solely by Section 7 of these GTC.
- 6.2 Upon full payment of the fee set out in Section 5.1 of these GTC, Remberg grants the customer a non-exclusive, non-transferable and non-sublicensable right to use the Software worldwide for the term of the Contract and for the agreed purposes, solely for the customer's own business.
- 6.3 The customer may only use the Software in accordance with the Contract. In particular, the customer may not:
- a) make the Software (or parts thereof) accessible to third parties beyond the agreed user group;
 - b) reproduce, modify, decompile, disassemble or otherwise alter the Software (or parts thereof);
 - c) use the Software (or parts thereof) to develop a competing software solution or assist a third party in doing so;
 - d) circumvent technical protection measures or access restrictions;
 - e) access or attempt to access the source code of the Software;
 - f) use the Software (or parts thereof) to distribute illegal and/or infringing content;
 - g) sell, rent, lease, or otherwise commercially transfer the Software (or parts thereof).
- The customer's rights under sections 69d and 69e of the German Copyright Act (UrhG) remain unaffected.
- 6.4 The customer undertakes to retain all intellectual property, trademark and copyright notices, and other proprietary legends contained in the Software without modification.

- 6.5 Remberg may block access to customer content or restrict use of the Service if such content infringes the rights of third parties or contains malware, viruses or other technical risks. Remberg will inform the customer of such measures without undue delay.
- 6.6 Upon termination of the Contract, all rights of use granted to the customer shall automatically expire without the need for a separate declaration by Remberg. Any continued use of the Software after the end of the Contract is not permitted.
- 6.7 If the customer wishes to increase or expand the agreed usage scope voluntarily (e.g. by adding additional modules, features or user licences), the customer may submit a request to Remberg by email (support@remberg.de) at least two weeks prior to the start of the next calendar month. For service packages without unlimited user licences, an increase in user numbers may take effect on the next business day after the request. The additional fee will be calculated pro rata from activation until the end of the current Contract period. The adjusted price will apply to future Contract periods. Such a requested expansion is independent of any overuse, as addressed in Section 5.5 of these GTC. An expansion does not extend the Contract Period.
- 6.8 The customer may grant access to external third parties (e.g. consultants) ("**Third-Party Users**"), within the agreed number of users, provided that the customer ensures that such Third-Party Users comply with the contractual usage restrictions. Remberg shall have no liability to Third-Party Users. The customer must inform Third-Party Users of the usage provisions set out in these terms and conditions and shall be liable to Remberg for any breaches of obligation by Third-Party Users as if they were their own.
- 6.9 Each user licence provided to the customer is personal and may only be used by one specifically named individual. Simultaneous use of one user licence by multiple individuals is not permitted. The customer may reassign a user licence to another individual (e.g. in the event of a personnel change), provided that simultaneous use is prevented.

7. Third-party rights of use (third-party software)

- 7.1 The Software may include components that are provided under open-source licences. Use of these components is subject solely to the applicable open-source licence terms, which will be disclosed, attached or referenced for the customer at the time of provision. In the event of a conflict between the provisions of these GTC and the licence terms of the open-source components, the latter shall prevail to the extent that they are mandatory.
- 7.2 If Remberg provides APIs or add-ons for third-party software products, as referred to in Section 2.3 of these GTC, the rights granted in Section 6 of these GTC do not extend to such third-party software. It is the customer's responsibility to independently obtain any licences or usage rights required for the use of such third-party software from the

respective rights holders, at their own expense. Remberg accepts no responsibility for the scope, availability or licence terms of such third-party software.

8. Support services

- 8.1 Customers may submit support requests via email to support@remberg.de.
- 8.2 Support requests are generally processed on business days (based on the Munich location), excluding public holidays applicable throughout Germany and in the State of Bavaria. They are processed between 08:00 and 18:00 CET, in accordance with the service levels set out in **Annex A**.
- 8.3 Support requests must be submitted in writing or text form and include a comprehensible description of the issue. The error description should be supported by appropriate evidence, such as screenshots, log files or other technical documentation. The aim is to enable Remberg to reproduce the reported issue.
- 8.4 Remberg will classify requests into priority levels (critical, high or low) at its reasonable discretion, based on the criteria described in **Annex A**, and response times will be based on the assigned priority level.

9. Customer obligations, indemnification regarding content, usage rights to data and analytical data

- 9.1 Each customer employee must generate a personal password to access the Service, which is used in combination with their email address for authentication purposes. The customer is obligated to store passwords securely and keep them confidential to protect them from unauthorised access by third parties.
- 9.2 The customer must scan all content and data for malware (e.g. viruses and Trojans) using up-to-date antivirus software before uploading it to the Software.
- 9.3 The customer is solely responsible for all content and data uploaded or generated by the customer or its authorized users while using the Software (collectively "**Content**"). The customer must ensure that such Content does not infringe any third-party rights or violate applicable laws.
- 9.4 The customer shall indemnify Remberg against any and all claims, demands, legal proceedings, losses, damages, costs and expenses (including reasonable legal fees) arising from or in connection with (i) any unlawful or non-contractual use of the Software by the customer or its authorised users; (ii) a breach of the obligations under Section 6.3 or Section 9 of these GTC; or (iii) an infringement of third-party rights by content submitted by the customer.

Remberg will inform the customer of any such claims, demands or legal proceedings, losses, damages, costs or expenses without undue delay and give the customer the opportunity to respond.

- 9.5 The customer grants Remberg and its service providers a non-exclusive right, limited to the term of the Contract, to reproduce, make publicly available, transmit and/or store content deposited on the server for the purpose of performing the Contract, including for backup purposes.
- 9.6 If data loses its personal reference through anonymisation, Remberg is entitled, under current data protection regulations, to further use and store such application data.
- 9.7 The customer shall appoint a qualified contact person to act as the central coordinator for all matters relating to the use of the Software. This person is responsible for providing relevant information in a timely manner, participating in coordination processes and handling internal communication.

10. Warranty, third-party intellectual property rights, indemnification

- 10.1 Remberg warrants that, when used in accordance with the Contract, the Software will substantially conform to the agreed functions and features set out in the service description, and will be free from defects that would significantly impair its suitability for the intended use. This warranty only applies to the current version of the Software that is available at the time. For Updates, the warranty is limited to the innovations contained therein. Upgrades (e.g. new modules or add-ons) are not included and are subject to a separate agreement.
- 10.2 For the provision of the Software as described in Section 10.1 of these GTC under the SaaS model, the warranty provisions of German tenancy law (sections 535 et seq. BGB) apply. The customer's right to remedy defects independently under section 536a para. 2 BGB is excluded.
- 10.3 To the extent that Remberg provides support services or other services beyond the provision of the Software, the provisions of German service contract law (sections 611 et seq. BGB) shall also apply.
- 10.4 Remberg does not warrant that use of the Software will meet the customer's economic or organizational expectations.
- 10.5 Remberg only provides guarantees regarding specific properties of the Software if these are expressly designated and confirmed in writing.

10.6 The warranty does not cover defects resulting from (a) unauthorized modifications, revisions or alterations to the Software by the customer or its users; (b) improper use or access; or (c) malware (e.g. viruses) introduced by the customer or its users.

10.7 This exclusion shall not apply if the customer can prove that the aforementioned circumstances did not cause the defect. If the customer's use of the Software is impaired by third-party intellectual property rights, Remberg shall have the right to either (a) modify the Software so that it falls outside the scope of the third-party rights; or (b) obtain a license permitting use of the Software in accordance with the Contract, at no additional cost to the customer.

Remberg shall indemnify the customer against final and binding costs and damages arising from such third-party claims under the conditions of Section 10.7 para. 1 of these GTC, provided that the customer

(a) promptly notifies Remberg in writing or text form of the third-party claim;

(b) grants Remberg sole control over the defense and related actions; and

(c) provides the necessary assistance, information and authority to carry out such actions.

Indemnification under Section 10.7, paragraph 2 of these GTC, shall not apply to (i) any modifications to the Software not made by Remberg where the Software would not infringe without such modification; (ii) any use of the Software in combination with software, products or services not provided by Remberg where the Software would not infringe without such combination; (iii) third-party applications; or (iv) any use of the Software by the customer that is not in accordance with the Contract where the Software would not infringe but for such non-compliance.

10.8 Any claims for damages are subject solely to the limitations set out in Section 11 of these GTC.

10.9 Remberg assumes no responsibility for ensuring that the Software complies with the customer's individual regulatory or audit-related requirements (e.g. relating to audits, internal controls or specific retention obligations). It is the sole responsibility of the customer to ensure that the configuration and use of the Software aligns with such requirements.

11. Liability and limitation of liability

11.1 Remberg shall be liable to the customer without limitation in accordance with the relevant statutory provisions:

(a) in the event of intent and gross negligence,

- (b) for damages resulting from injury to life, body or health;
- (c) if Remberg has provided an express guarantee; and
- (d) for claims under the German Product Liability Act (Produkthaftungsgesetz).

11.2 In the event of slightly negligent breach of a material contractual obligation or ancillary obligation whose fulfilment is essential for the proper performance of the Contract and on which the customer could reasonably rely ("**Material Ancillary Obligation**"), Remberg's liability shall be limited to foreseeable, contract-typical damages at the time the Contract was concluded.

11.3 In cases referred to in Section 11.2 of these GTC, regardless of the legal basis, Remberg's liability is limited to a total of €100,000 per contract year for financial, property and operational damages, and €50,000 per contract year for data loss damages.

11.4 Without prejudice to Sections 11.1 to 11.3 of these GTC, Remberg shall not be liable for force majeure (including strikes, natural disasters and pandemics), nor for slightly negligent breaches of ancillary obligations that are not material ancillary obligations. Strict liability for initial defects pursuant to section 536a para. 1 BGB is excluded.

11.5 Remberg reserves the right to raise the defence of contributory negligence on the part of the customer (e.g. due to a breach of the cooperation obligations under Section 9 of these GTC).

11.6 Remberg is liable for data loss only up to the amount that would have been incurred if the data had been properly and regularly backed up.

11.7 Remberg assumes no liability for damages resulting from the customer disclosing passwords or user credentials to unauthorised persons, or for such credentials otherwise coming into the possession of unauthorised persons beyond Remberg's control.

11.8 To the extent that Remberg's liability is excluded or limited under the foregoing provisions, such exclusions or limitations shall also apply to the personal liability of its legal representatives, employees and agents.

12. Confidentiality

12.1 "**Confidential information**" means all trade and business secrets of the parties as well as any other information and data disclosed by one party to the other in oral, written, or any other form in connection with the performance of the contractual relationship between the parties, which is marked or designated as confidential by the disclosing party, or whose confidential nature is otherwise apparent to the receiving party. This includes, in particular,

the source code of the Software and non-public specifications of the Software and the Service.

12.2 The parties are obligated to treat all Confidential Information as confidential and to protect it from unauthorized access by third parties.

12.3 Each party may use the Confidential Information disclosed to it only for the purposes set out in the contractual relationship or on the basis of a mandatory obligation. Disclosure of Confidential Information by the parties is permitted only:

- (a) to those employees or service providers of the parties who require access to the Confidential Information for the performance of the purposes set out in the Contract, provided that they are bound by confidentiality obligations at least equivalent to those of the party;
- (b) to the parties' advisors, if such advisors are subject to a statutory duty of confidentiality with respect to the disclosed Confidential Information;
- (c) if there is a mandatory obligation as set out in Section 12.4 of these GTC; or
- (d) if the disclosing party has given its prior express consent in writing or in text form.

12.4 The confidentiality obligations under Sections 12.2 and 12.3 of these GTC shall not apply if and to the extent that a party is legally obliged or compelled by order of a public authority or competent court to disclose Confidential Information. The disclosing party shall inform the other party of such disclosure requirement without undue delay in writing or text form.

12.5 Furthermore, the confidentiality obligations under Sections 12.2 and 12.3 of these GTC shall not apply to information that:

- (a) was already public at the time of disclosure or subsequently becomes public through no breach of Sections 12.2 and 12.3 of these GTC;
- (b) was expressly disclosed by one party on a non-confidential basis;
- (c) was lawfully in the possession of the receiving party prior to disclosure; or
- (d) is disclosed to the receiving party by a third party without breach of any confidentiality obligation.

The burden of proof for the applicability of any of the above exceptions under Section 12.5 (a) through (d) of these GTC shall lie with the party invoking the exception.

12.6 This Section 12 shall remain in effect for five (5) years after termination of the contractual relationship.

12.7 This Section 12 shall not affect any statutory rights of the parties, in particular under the German Trade Secrets Act (*GeschGehG*).

13. Data protection and data security

13.1 The customer shall comply with all applicable data protection laws when using the Software.

13.2 In the course of contract performance, Remberg processes personal data on behalf of the customer for the intended purpose, whereby the customer is the data controller within the meaning of Article 4(7) of the GDPR. To govern this data processing on behalf of the customer, Remberg and the customer agree to the application of the data processing agreement attached as an annex to these General Terms and Conditions in accordance with Article 28 GDPR.

13.3 Any data uploaded by the customer in connection with the use of the Software shall remain the property of the customer and will not be disclosed to third parties. This does not apply to the involvement of subcontractors (sub-processors) engaged by Remberg in connection with the provision of the contractual services.

13.4 The customer has the right to request the export of its data in a commonly used format for a period of up to three (3) months after termination of the Contract. After this period, data may only be provided on a case-by-case basis (to the extent still available) and subject to a separate fee.

14. Customer reference and use of logo

14.1 Remberg is entitled to use the customer's name and logo as a reference customer on its own website, in presentations and in other marketing materials, and to announce the conclusion of the Contract in a "news update" (e.g. on LinkedIn and on Remberg's website), naming the customer.

14.2 The customer may object to the use pursuant to Section 14.1 at any time, in whole or in part, in text form (by email to support@remberg.de). In the event of an objection, Remberg will cease the relevant use within a reasonable period.

14.3 Any further reference content (e.g. quotes, case studies or project descriptions) shall be agreed between the parties in advance in text form.

15. Amendments to the GTC

15.1 Remberg reserves the right to amend or supplement these GTC if necessary due to changes in legal, technical or economic circumstances. This particularly applies if legal

changes, Supreme Court rulings, new technical developments or changes to the scope of services make such adjustments necessary, provided that they are reasonable for the customer.

- 15.2 Planned amendments to the GTC will be communicated to customers in writing (e.g. by email) at least six (6) weeks prior to their intended effective date. If the customer does not object to the amendments within six weeks of receiving the notification, the amended GTC will be deemed accepted.
- 15.3 As part of the amendment notice, Remberg will specifically inform the customer of the right to object and the consequences of failing to object.
- 15.4 If the customer objects in time, the previous version of the GTC shall continue to apply. In such a case, Remberg is entitled to terminate the Contract with two (2) months' notice at the end of a calendar month, provided that the continuation of the Contract under the previous GTC would be unreasonable for Remberg. This special right of termination does not apply during an agreed Minimum Term.

16. Notifications

- 16.1 Any declarations or notices from the customer relating to this Contract, particularly those concerning the contractual relationship (e.g. changes to contact details, billing address or contact persons), must be sent by email to support@remberg.de, unless a more formal method is required by law. The customer must notify Remberg without undue delay of any changes to their contact details or other circumstances relevant to the performance of the Contract.
- 16.2 If the customer wishes for a purchase order number ("**PO**") to be included on the invoice, they must inform Remberg of this in text form well in advance of the respective invoice being issued. Inclusion of a PO number is for administrative purposes only and does not affect the payment due date or the validity of the Contract.

17. Assignment, place of jurisdiction, place of performance, choice of law, amendments, severability clause

- 17.1 Subject to section 354a of the German Commercial Code (*Handelsgesetzbuch*), the customer may only assign rights or claims under this Contract with Remberg's prior written or text-based consent.
- 17.2 The exclusive place of jurisdiction for all disputes arising from or in connection with this Contract shall be the Regional Court (*Landgericht*) of Munich. Statutory provisions on exclusive jurisdiction remain unaffected.

- 17.3 The place of performance for all obligations under this Contract is Remberg's registered office.
- 17.4 This Contract is governed by the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 17.5 Any amendments or supplements to this Contract, including this clause on written form, must be made in text form with an electronic signature unless a stricter form is required by law or agreed otherwise. For the purposes of this section, an electronic signature includes any electronic signature that meets the requirements of Article 3(10) of Regulation (EU) No 910/2014 (the eIDAS Regulation). This includes, in particular, simple electronic signatures provided via standard platforms (e.g. DocuSign), unless a qualified electronic signature is legally required. The provisions under Section 15 of these GTC remain unaffected. If any provision of this Contract is or becomes invalid or unenforceable, in whole or in part, the validity of the remaining provisions shall not be affected. The parties agree to replace any invalid or unenforceable provisions with valid and enforceable ones that most closely reflect the original intent. The same shall apply in the event of any contractual gap.

ANNEX A

Service levels

Priority	III - Low	II - High	I - Critical
Severity (with examples)	An issue with minor impact on the customer's use of the Software.	An issue with medium to high impact on the customer's use of the Software.	An issue where the customer's use of the Software is severely impaired or impossible (e.g. the user cannot log in or the entire Service is unavailable).

SLA conditions

Priority	III - Low	II - High	I - Critical
Response time within Remberg's business hours	8 hours	1 to 3 hours	Within 2 hours
Status report	Within 7 working days	Daily	Every 4 hours