

General Terms and Conditions of Business and Delivery

AIM INC.
— hereinafter known as “AIM” —

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Definition of terms

These General Terms and Conditions of Business and Delivery are abbreviated hereinafter as “GTC” or “business terms”; moreover, the following terms as used in these GTC are defined below.

AIM	AIM Inc. https://www.iaim.ca/main/contact-us-main
Download	The acquisition of software through remote data transmission, usually via the internet.
Third parties	Any person or entity not involved in the legal relationship between the parties and not an employee or affiliated company of either party.
Vicarious agent	Independent contractors, freelance professionals, cooperating affiliated companies, or processors authorized to process information on behalf of the parties.
Information	Any data, data inventories, and other information, regardless of the media or transmission form, related to a person (personal data) or the company of the parties or affiliated companies.
Customer	Any person or entity involved in a legal transaction with AIM, acting in a commercial or non-commercial capacity.
Performance	A All deliveries and services provided by AIM, including but not limited to software, servers, telephone systems, computer network provision, network storage, support services, and technical consultation.
Delivery	Provision of software on a data carrier or through making it accessible for download.
Intellectual property right	Any industrial property rights, including copyrights, trademark rights, and patents.
Software	Computer programs created or customized by AIM for operation on the customer's computers or executed through remote data transmission.
Affiliated companies	Companies in which a party holds a majority interest, is controlled by, or is dependent on the other party.
Parties	AIM and customer.

1. Scope of application

- 1.1. The scope of application of these Terms and Conditions of Business (GTC) is defined by AIM (the company) and its customers. The GTC govern all future performances between AIM and its customers and are a component of any contract that AIM concludes with its customers. However, these terms do not apply to relationships with consumers as defined by the German Civil Code. If there is a conflict between the GTC and the contract between AIM and the customer, the contract takes precedence, unless the conflicting provision has not been mutually agreed by the parties.
- 1.2. The most recent version of the GTC at the time of the conclusion of the contract becomes a component of the contract, and provisions for entry into force and application can be found in Section 15. AIM may update these terms and conditions, and the updated version is available on the AIM website. Upon request, AIM will send the most recent version in electronic form to the customer.
- 1.3. The customer's terms and conditions of business will not become a part of the contract unless AIM has explicitly acknowledged them in writing. The performance of services by AIM without objection does not constitute acknowledgement.
- 1.4. The agreed performance between AIM and the customer is defined by the contract or by an order, offer confirmation, or signed order form. AIM is responsible for deliveries and services it has undertaken, including development, concept, configuration, and adaptation services. Third-party performances are not included unless AIM is responsible for them. AIM may engage qualified companies (e.g., vicarious agents) to execute some or all components of the performance, including shipping and delivery services. The same applies to subsequent improvement and warranty measures.
- 1.5. Offers from AIM are non-binding unless otherwise stated, and a performance liability does not arise until a contract is concluded, a written confirmation is issued, or the execution of the order has commenced. Written form is required for offers, awarding of contracts, or similar actions.
- 1.6. AIM owes a performance that is suitable for the usual use and demonstrates the quality that is usual for performances of the same nature. Any agreed or warranted quality of the performance must be in writing. Deviations that are usual in the trade or required by law are permitted and do not negatively affect the performance.
- 1.7. If the customer cancels the agreed transaction before performance, they are obligated to reimburse AIM for any costs incurred as of that point, including creation, processing, and planning costs. AIM may also request the conclusion of a contract.
- 1.8. The periods and deadlines for AIM's performance are binding only if they have been agreed as fixed periods or dates. If the shipping of goods has been agreed, delivery periods and delivery dates refer to the handover to the shipping agent, package courier, or other third party. If the order changes, the parties must determine new periods for the performance.
- 1.9. AIM reserves the title of ownership to the performances until all agreed claims have been satisfied. If the performance is resold or processed further, AIM still retains the title of ownership. If the performance is reprocessed in a way that it cannot be returned, the customer is obligated to compensate AIM for the value of the performance. In the event that AIM's claims are not satisfied, AIM may assert its claims in court and terminate the contract without notice, and AIM cannot be expected to fulfill further contracts with the customer.

2. Offer, conclusion of contract, performance and retention of title

2.1. Performance Obligations

The agreed performance is outlined in the relevant contract or transaction document between AIM and the customer.

2.2. Performance by AIM

AIM is responsible for delivering services and goods only for the performances that it has agreed to undertake. These services include development, concept, configuration and adaptation services. Performances by third parties are not included, unless AIM is also responsible for those performances. Any deviation from these provisions must be agreed upon in a separate legal contract between the parties.

2.3. Engagement of Third Parties

AIM reserves the right to engage qualified companies, such as vicarious agents, to perform all or part of the performance, including shipping and delivery services. This provision also applies to subsequent improvement and warranty measures. Performances by vicarious agents are considered the same as if performed by AIM.

2.4. Contract Award and Offer

Unless otherwise stated, offers made by AIM are non-binding. No performance obligation arises until a contract agreement has been concluded, a written confirmation has been issued or execution of the order has started. Offers, contract awards and similar actions must be in written form.

2.5. Quality of Performance

AIM is obligated to perform its duties in accordance with usual industry standards. The performance must be suitable for normal use and demonstrate the usual quality for performances of the same nature. Any agreed or warranted quality of the performance must be in writing.

2.6. Deviations from Usual Standards

Deviations from usual industry standards or deviations required by law are acceptable and do not constitute a negative deviation from the normal possibility of using the performance. This provision also applies if the possibility of using the performance is no longer the use that was presumed at the time of contract conclusion.

2.7. Rescission of Contract by Customer

If the customer terminates the agreed legal transaction before performance, it must reimburse AIM for all costs incurred up to that point, including creation, processing and planning costs. In addition, AIM may also request the conclusion of a contract.

2.8. Periods and Deadlines for Performance

Periods and deadlines for AIM's performance are binding only if they have been agreed upon as fixed periods or dates. If the delivery of goods has been agreed upon, delivery periods and delivery dates refer to the time of handover to the shipping agent, package courier or other third parties engaged in the delivery. If there is a change in the order, AIM is no longer bound by any previously agreed periods and deadlines and the parties must determine new periods for performance.

2.9. Extended Title Retention

AIM retains ownership of the performance until all agreed claims have been satisfied. This applies even if the performance has been resold or processed further. If the performance has been processed in such a way that it cannot be returned, the customer must compensate AIM for the value of the performance. The compensation must at a minimum cover the loss or damage suffered by AIM. AIM is also entitled to seek its claims in court and terminate the legal contract without notice. As a result, AIM cannot be expected to fulfill any further contracts with the customer.

3. Obligations of the Customer

- 3.1. The customer will designate qualified personnel as appropriate contacts for AIM. These personnel must have the capability to effectively describe circumstances and carry out any instructions provided over the phone.
- 3.2. In the event of a complaint regarding defects, the customer must provide written information that accurately describes the defect and its report to AIM. Upon request, the customer must also report any malfunctions that have been reported over the phone retroactively in writing (via email or fax). The report must include the following information:
 - 3.3. A reproducible description of the malfunction, including information about the ambient conditions under which the malfunction occurs;
 - 3.4. Possible causes of the malfunction; and
 - 3.5. The impact of the malfunction. The customer must support the search for the cause of the defect or malfunction to the best of its ability upon request from AIM. If requested, the customer must make the defective software accessible for remote data transfer to facilitate the remedy of the defect.
- 3.6. The customer must ensure that the technical means for downloads required by AIM are available. The specific requirements for each case must be coordinated between the parties.
- 3.7. The customer is obligated to comply with the non-disclosure agreements outlined in Section 11. The customer must also back up its data before any further partial performances, subsequent performance attempts, or update measures. AIM will only prepare a data backup in advance if this has been agreed upon by both parties.
- 3.8. Compliance with the periods and deadlines for delivery or performance is contingent on the customer fulfilling their obligations in accordance with these terms and conditions and the relevant legal contract in a timely and complete manner.

4. Prices, Price Changes, and Payment Methods

- 4.1. The amount of compensation is specified in the signed contract or agreed upon transaction document. Any copyright license fees required will be considered paid with the agreed compensation, unless otherwise agreed in writing between the parties.
- 4.2. The compensation is due and payable without any deductions upon receipt of the invoice, in accordance with the agreed contractual regulations.
- 4.3. If services are provided at the customer's request on their premises or at the end user's premises, travel expenses and allowances will be billed according to presented records.
- 4.4. All prices and compensation, including those incurred for renewing the legal contract, plus any applicable sales tax on the day of the invoice issuance, are due and payable free of charge to the account within 30 days of the invoice issuance, unless otherwise agreed with the customer.
- 4.5. **Reimbursement for Additional Expenditures**
The customer must pay additional compensation for services performed that exceed the scope of services outlined in the legal contract. Any deviations agreed in a written contract form take precedence.
- 4.6. The company is entitled to adjust prices and compensation annually at its reasonable discretion. There is no limit to the amount of increase or decrease in the adjustment.
- 4.7. **Offer Prices**
Offers for services submitted by the company are valid for 14 days, unless otherwise agreed. They do not remain valid for longer periods unless otherwise agreed in writing. Any deviations from this agreement are not binding on the parties.
- 4.8. **Default**
The customer will be considered in default of payment if they fail to pay by the payment deadline outlined in Section 4.4. In such case, a default interest rate of 9% p.a. above the prevailing interest rate will be charged. If the prevailing interest rate is below 0, a rate of 0 will be assumed. This provision will apply unless the customer can demonstrate that the loss or damage incurred as a result of the default is lower, or that they are not responsible for the default. This provision does not limit the company's ability to assert additional legal claims as a result of the default.
- 4.9. **Creditworthiness**
If after the conclusion of the contract, the company becomes aware of circumstances regarding the customer that significantly impair their creditworthiness or may have this effect, the company is entitled to require advance payment or the provision of securities for any outstanding performances.
- 4.10. **Assignment of Claims**
The company is authorized to assign its claims against the customer to third parties for financing purposes.

5. Delivery, shipment, and passing of risk

- 5.1. The risk of loss or damage to the performance passes to the customer upon delivery to a third-party carrier engaged for delivery, or upon receipt by the customer if partial deliveries are made.
- 5.2. The customer is in default of acceptance if it fails to accept the goods in a timely manner or if it postpones the agreed delivery date for reasons that it is responsible for.
- 5.3. In the case of default of acceptance, the risk described in Section 5.1 passes to the customer on the agreed date of acceptance or delivery.
- 5.4. Storage costs incurred by the company after the risk has passed to the customer shall not exceed 0.25% of the value of the performance for each full calendar week. The company may, at its reasonable discretion, determine lower storage costs. The company reserves the right to assert additional rights.
- 5.5. Insured shipment
The customer must request insured shipment, including insurance for theft, breakage, damage from transportation, fire, or water, separately and expressly. The cost of this service is not included in the offered prices and will be itemized on invoices for the performances, to be billed to the customer as a cost. The customer bears the burden of proof for requesting insured delivery.
- 5.6. The customer shall bear the costs for returns not made due to legal or material defects, otherwise, the company shall bear the costs. The same applies in the case of an insured return, which is subject to mutual agreement between the customer and the company.

6. Rights of Use and Intellectual Property Infringements

- 6.1. The Company retains title and ownership of all intellectual property rights related to any and all services and documents provided. The Company grants the customer the rights to use the services in accordance with the terms of the legal agreement as deemed necessary. The method of transfer is not relevant.
- 6.2. In case the Company is not the legal originator of the services provided, it will ensure that it has obtained all necessary rights of use to authorize the customer's use of the services.
- 6.3. Third-Party Claims
The Company agrees to indemnify and defend the customer against any claims made by third parties for infringement of intellectual property rights related to services provided by the Company. The Company is responsible for ensuring that the services provided are legal and do not infringe upon any intellectual property rights. If the customer faces third-party claims, the Company is liable as follows:
 - 6.3.1.1. The Company will, at its own expense, obtain from the third party the necessary rights for the customer to use the software in accordance with the agreement; if this is not feasible at a reasonable cost,
 - 6.3.1.2. The Company will either modify the service or provide a workaround solution to remedy the infringement of intellectual property rights, or
 - 6.3.1.3. The Company will accept return of the service and refund the payment made by the customer.
 - 6.3.1.4. These obligations are only applicable if the customer promptly informs the Company of the existence of third-party rights, unless the customer was not aware of the situation beforehand.
 - 6.3.1.5. The customer's claim for infringement of intellectual property rights is not valid if the infringement was caused by the customer's specific instructions or by modifying the service or using it in combination with services not provided by the Company.
 - 6.3.1.6. The obligations of the Company regarding infringements of intellectual property rights as stated above are exhaustive and do not extend beyond the provisions outlined in Section 6. This provision does not affect the customer's right to terminate the agreement.

7. Rights of Warranty

- 7.1. The Company warrants that the services it provides shall be in accordance with the specifications set forth in the offer. The Company is obligated to provide its services in accordance with industry standards. The customer shall not be able to reject the services on account of minor defects.
- 7.2. In the event of defective services, the Company shall, at its option, provide subsequent improvements, new services, or new performance. This provision also applies in accordance with Section 6.3. Minor deviations or impairments and software errors that cannot be repeated shall not be considered as defects.
- 7.3. The customer shall examine all services, partial results, and subsequent improvements performed for correction in accordance with North American trade laws. Any complaints about obvious defects must be submitted immediately. Failure to do so shall result in the defect being deemed approved. In the case of hidden defects, the complaint of defects must be received by the Company within 12 months after acceptance.
- 7.4. Warranty claims shall be subject to a limitation period of 12 months after the completion of the service or transfer of risk. Claims based on intentional, fraudulent, or grossly negligent breaches of obligation on the part of the Company or its agents are excepted from the above provisions.
- 7.5. The customer shall provide the opportunity to carry out any necessary correction measures within a reasonable time frame and shall support such measures to the best of its ability. If the customer fails to do so despite a written request, the Company shall be released from its obligation to carry out correction measures.
- 7.6. The Company is entitled to offer a workaround solution as a subsequent improvement. If the workaround solution enables the use of the services as intended, the workaround solution shall be deemed the equivalent of correcting the defect.
- 7.7. In the event that subsequent improvement, replacement services, or replacement performance fails twice within a reasonable period, the customer shall have the right to rescind the contract, correct the defect itself, or request a reasonable reduction in the agreed price.
- 7.8. Any further warranty claims from the customer against the Company or its agents shall be precluded; this provision does not prejudice regulations regarding liability.
- 7.9. The Company shall be entitled to request reasonable compensation for expenses, subsequent improvements, or replacement services if it is determined that there were no defects in the services provided (bogus defect). This provision shall also apply if the customer modifies the software or causes it to be modified by third parties and the defect is a result of the modification. The compensation shall at a minimum cover the costs incurred by the Company.

8. Maintenance and Support Services

- 8.1. Maintenance and support services are offered for the AIM products. Claims made under warranty law are not considered as part of these services.
- 8.2. Response times and the priority levels of malfunctions for the maintenance and support services are outlined in AIM's maintenance and support agreement. This agreement can be accessed on the AIM website.

9. Liability

- 9.1. AIM shall be liable to the customer for its own negligence in accordance with the following regulations.
- 9.2. AIM shall be liable for any loss or damage caused by intentional or grossly negligent actions, for warranted properties, and for injury to life, body, or health. These provisions are without prejudice to the provisions of the applicable product liability law in North America.
- 9.3. AIM shall be liable for slight negligence only in the event of the breach of a material contractual obligation, i.e. an obligation that must be fulfilled if the orderly performance of the contract is to be possible and that the customer may reasonably expect to be fulfilled, as well as for loss or damage leading to injury to life, body, or health. The liability for slight negligence is limited in the aggregate to the amount of the foreseeable loss or damage; in any case, however, this liability is limited to a maximum amount as specified by the relevant North American laws.
- 9.4. If and when AIM fails to comply with agreed periods or deadlines, the customer may, if it can demonstrate that it has suffered loss or damage due to the delay, request lump-sum default compensation for each full week of the delay in the amount of 1% of the consideration (Section 4) for the deliveries or services affected by the delay. The lump-sum default compensation is limited to 5%. In all cases of delayed deliveries or services, any more extensive compensation claims, including those after the expiration of a subsequent period set for AIM, are precluded. The above provisions do not apply in cases of willful intent or gross negligence. The above provisions are without prejudice to the customer's right to terminate the contract after the expiration of a subsequent period set for AIM has proved fruitless.
- 9.5. Indirect damage or loss representing consequential damage or loss caused by AIM can be compensated only to the extent that such damage or loss can normally be expected if the performance is used as intended.
- 9.6. Customer's claims for compensation for damage against AIM based on slight negligence are subject to a statute of limitations of 12 months from the occurrence of the claim. The above provisions do not apply to claims based on tortious actions, willful intent, or gross negligence.
- 9.7. If and when AIM provides the customer with information free of charge that is not part of the scope of the contractually agreed performance, any and all liability claims based on such actions are precluded.
- 9.8. If it is evident that AIM could not have avoided a causal occurrence of loss or damage even by exercising the greatest care (force majeure), AIM is not obligated to provide damage compensation.
- 9.9. The above provisions also apply in favor of AIM's governing bodies, legal representatives, employees, and other agents. The above provisions are without prejudice to the legal regulations concerning the start and duration of the statute of limitations.

10. Force Majeure

- 10.1. AIM will not be held liable for any damage or loss that may occur as a result of a force majeure event. The same applies in the event that performance becomes impossible.
- 10.2. If a force majeure event occurs, AIM will promptly notify the customer in writing and state the cause of the delay or non-fulfillment. The contract will be suspended for the duration and scope of the force majeure event.
- 10.3. Either party may request an adjustment to the contract, such as deliveries, services, prices, or periods. If the parties cannot reach a mutual agreement within 2 weeks, either party may immediately terminate the contract by giving written notice (fax or letter).
- 10.4. If the force majeure event significantly changes the commercial significance or content of the delivery or service, or significantly affects AIM's operations, the contract will be reasonably modified to the extent possible. AIM may terminate the contract if it is no longer economically feasible for it. If AIM chooses to exercise its right to terminate the contract, it will promptly notify the customer upon becoming aware of the extent of the event, even if an extension of the contract was initially agreed upon with the customer.

11. Confidentiality

- 11.1. The parties will treat each other's material affairs that are not publicly known as confidential. Information and other documentation provided by one party to the other can only be used for the purpose specified in the contract; any further reproduction or sharing with third parties is prohibited. The confidentiality obligation will continue for two years after the termination of the contract.
- 11.2. The parties are obligated to comply with applicable data protection laws, standards, and regulations. If personal data is processed, the parties will enter into a processing agreement that outlines their respective rights and obligations.
- 11.3. Upon the completion of the legal transaction, the parties will return to each other any information and other documentation related to the other party that was received as part of the transaction.
- 11.4. The tech company is entitled to archive information and other documentation as needed for evidence of performance under the contract. Any further retention rights of the parties are excluded.

12. Consent to Data Processing

- 12.1. Customer data will be used for the purpose of providing services (fulfilling the legal transaction). This data may include personal data necessary for the transaction, but only to the extent required to specify or modify the transaction. No further use, such as for marketing, market research, or offer preparation, will occur without the customer's express consent.
- 12.2. The tech company is entitled to process and use any lawful data (such as name, address, email, phone number, fax number, and bank or credit card information) about the customer that is necessary for fulfilling the legal transaction.
- 12.3. **Data Subject Rights**
With respect to any personal data related to natural persons that you have provided to us, you have the right to access the data we possess, to request correction or deletion of the data, or to request restriction of the data processing. For more information, see the data subject rights outlined in Articles 7(3), 12, 15, 16-19, 20, 21, 22 of the North American data protection laws. To exercise your rights, you must provide proof of your identity and send an electronic message to support@iaim.ca.
- 12.4. The tech company may transfer data, including personal data, as necessary to its agents for fulfilling contractual obligations. The customer can request information from the tech company about which data is being transferred to which companies and for what purpose.

13. Termination and rescission

- 13.1. Unless otherwise agreed between the North American tech company and the customer for each specific legal transaction, the following means of terminating the contract shall be used.
- 13.2. **13.2. Termination of a continuing obligation**
Notice period for ordinary termination is 4 weeks. In the event that a definite term has been set for the legal transaction, ordinary termination is not possible during the final three months of the term. In the event that no notice of termination is submitted in a timely manner, the legal transaction will automatically be renewed for an additional 12 months.
- 13.3. The ordinary termination of a legal transaction that is not a continuing obligation is not allowed.
- 13.4. The above provisions do not affect the right of either party to terminate without notice of legal agreements between the customer and AIM for good cause in accordance with North American laws. The following grounds in particular represent good cause for the AIM:
Section 2.9
The following grounds in particular represent good cause for the customer:
Section 6.5
Section 9.4
No notice of termination of any kind will be binding on the parties unless it is in writing and in accordance with North American laws.

14. Written form, venue, place of performance, and proper law

- 14.1. Deviating or supplementary provisions as well as subsidiary agreements or amendments will not be binding on the parties unless in writing and in accordance with North American laws. The above provision also applies to any agreement to waive the requirement of written form. In deviation from the requirement of written form, electronic form is sufficient for an offer in accordance with North American laws.
- 14.2. Venue for any and all disputes arising from or in relation to this agreement is to be determined by North American laws. Furthermore, the North American tech company is entitled to file suit at the competent court of the customer's venue if necessary.
- 14.3. Place of performance for any and all agreed performances is the head office of the North American tech company, unless otherwise agreed in the contract for the specific legal contract.
- 14.4. Any pertinent regulations relating to conflict of laws notwithstanding, this license agreement is governed solely and exclusively by North American laws, excluding the application of the "United Nations Convention on Contracts for the International Sale of Goods." Both the North American tech company and the customer agree to the application of North American laws as pertinent for the specific legal contract.
- 14.5. Entry into force and validity
These terms and conditions take effect on 01/01/2019.
- 14.6. A separate signature is not required to establish the validity of these terms and conditions. If and when these terms and conditions are attached to a contract between the customer and the North American tech company, they shall be deemed acknowledged, understood, and accepted as a component of the legal transaction.

15. Severability

- 15.1. The application of North American laws regarding general invalidity of the contract in the event of partial invalidity of specific contents of the contract is precluded. If specific contents of the contract are or become ineffective or invalid, the validity of the remaining provisions will not be affected. The parties will agree to permissible or effective contract content in lieu of the illegal or ineffective contract content that comes closest to the intent of the parties concluding the contract. The above provision applies mutatis mutandis in the event of an omission in the contract.

16. Assignability, offset, retention right, and export

- 16.1. The customer may assign the rights and obligations under this contract solely with the prior written consent of the North American tech company.