

General Terms and Conditions of One Unity GmbH

Version 09/2026

A) General Provisions for All Contracts Concluded with One Unity GmbH

§ 1 Scope

- (1) These General Terms and Conditions (GTC) apply to all contractual relationships entered into between One Unity GmbH (hereinafter also referred to as OU) and its contracting partners (hereinafter also referred to as the "Contracting Partner", "Licensee" or "Customer"). The GTC apply only if the respective Contracting Partner is an entrepreneur within the meaning of Section 14 of the German Civil Code (BGB), a legal entity under public law or a special fund under public law.
- (2) The GTC apply in particular to the permanent or temporary provision of software (including subscription models), the conclusion of a Software Service Agreement, the provision of cloud and hosting services, and the provision of work and/or services. Unless otherwise agreed, the GTC in the version current at the time the contract is concluded, or in any case the version most recently communicated to the Contracting Partner in text form, shall also apply as a framework agreement to future contracts of the same type without OU having to refer to them again in each individual case.
- (3) These GTC apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the Contracting Partner shall become part of the contract only if and to the extent that OU has expressly consented to their application. This consent requirement applies in all cases, for example even if OU, with knowledge of the Contracting Partner's general terms and conditions, performs delivery to the Contracting Partner without reservation.
- (4) Individual agreements made with the Contracting Partner in a particular case (including framework or supplementary agreements, ancillary agreements, additions and amendments) shall in all cases take precedence over these GTC. Subject to proof to the contrary, a written contract or OU's written confirmation shall be authoritative for the content of such agreements.
- (5) Legally relevant declarations and notices to be made by the Contracting Partner to OU after conclusion of the contract (e.g. setting of deadlines, notices of defects, declarations of rescission or reduction) must be made in writing to be effective.
- (6) References to the applicability of statutory provisions are for clarification only. The statutory provisions therefore apply even without such clarification, unless they are directly modified or expressly excluded in these GTC.
- (7) In the case of the provision of software from EASY SOFTWARE AG as a subsidiary of conrizon AG, Section E shall apply in particular.
- (8) In the case of the provision of software from otris Software AG, Section F shall apply in particular.
- (9) Subject to subsection (4), in the event of contradictions between several contractual documents, the following order of precedence shall apply: individual offer or order, service description, Software Service Agreement, these GTC and the respective incorporated manufacturer terms and conditions. Product-specific terms of use and licensing terms of the respective manufacturer that must be observed for the granting of rights to third-party software remain unaffected. For data protection matters, the Data Processing Agreement pursuant to Art. 28 GDPR and the Technical and Organizational Measures shall take precedence over the other contractual documents.

§ 2 Conclusion of Contract

- (1) Offers by OU are non-binding and subject to change. This also applies if OU provides the Contracting Partner with catalogs, technical documentation, white papers, other product descriptions or documents, including in electronic form, to which OU reserves ownership rights and copyrights.
- (2) If an order by the Contracting Partner is not based on an offer from OU, the Contracting Partner's order for licenses shall be deemed a binding offer to enter into a contract. Unless otherwise apparent from the order, OU is entitled to accept this contractual offer within 10 business days after receipt by OU.
- (3) Acceptance may be declared either in written or text form (e.g. by order confirmation) or by delivery of the licenses to the Contracting Partner.

§ 3 Performance of Contract

- (1) OU is entitled to provide support services by means of remote maintenance or remote diagnostics, provided that this does not place the Contracting Partner at a significant disadvantage, in particular that it does not exceed the time frame required to provide the corresponding support service on site, that there are no IT security risks and that the technical prerequisites are met by the Contracting Partner.
- (2) OU shall provide its services in accordance with the state of the art current at the time of conclusion of the contract and through personnel qualified to provide the agreed services. The Contracting Partner shall have no claim to specific persons or to a specific professional level of the personnel performing the services on behalf of OU.
- (3) Unless otherwise contractually agreed by the parties, OU shall perform the services during OU's usual business hours on business days (excluding Saturdays and public holidays).

- (4) Unless otherwise agreed in an individual case, no specific results are owed.
- (5) OU is entitled to use subcontractors in performing contracts entered into with the Contracting Partner.

§ 4 Remuneration

- (1) Remuneration based on time and effort agreed in the contract constitutes payment for the time spent on the contractual services, unless otherwise agreed. Material expenses (ancillary costs) shall be remunerated separately. Waiting times of the Contractor for which the Customer is responsible shall be remunerated as working time.
- (2) Unless otherwise agreed, billing shall be based on time spent (hours). Unless otherwise specified in the order, OU's then-current hourly or daily rates shall apply. These can be viewed in the knowledge management system. The Customer agrees to this.
- (3) Unless otherwise agreed, OU shall issue invoices weekly in arrears. Remuneration based on time and effort shall become due upon receipt of a verifiable invoice and the service record prepared by OU.
- (4) Travel time, travel expenses and ancillary costs shall be remunerated in accordance with the contractual agreements; this also applies to outward and return travel.
Unless otherwise agreed, travel time shall be charged at 50% of the working time rate of the respective OU employee. Travel times shall be calculated using an internet-based route planner (standard setting); the starting point or destination shall be OU's registered office unless the employees deployed primarily perform their work from their home office. In this case (home office), the respective employee's location shall be the starting point or destination of the journey, provided OU informed the Customer of this when the contract was concluded.
Unless otherwise agreed, travel expenses by car shall be charged at EUR 0.50 per kilometer, with the distance calculated using an internet-based route planner (standard setting). Air travel costs (economy class) and rail travel costs (2nd class) shall be reimbursed by the Customer upon presentation of supporting documents. The Contractor reserves the right to select the most economical means of transport. OU shall calculate travel costs based on the shortest distances and shall undertake journeys whose costs are not reasonably proportionate to the total fee only with the Customer's express approval. Accommodation costs shall be reimbursed to the Contractor in the amount evidenced, and per diem expenses in accordance with the maximum tax rates.
- (5) Travel costs and expenses of subcontractors may differ from OU's provisions. Unless otherwise agreed, the costs of subcontractors used shall be disclosed to the Customer before work begins and shall be billed accordingly.
- (6) If the Contracting Partner is in default of payment, the outstanding amount shall bear interest at 9 percentage points above the applicable base interest rate. This shall not affect the assertion of further rights.
- (7) Agreed advance payments shall be due immediately upon invoicing.
- (8) Remuneration shall be due upon invoicing without deduction.
- (9) OU is, however, entitled at any time, including within an ongoing business relationship, to provide services in whole or in part only against advance payment. A corresponding reservation shall be declared no later than with the order confirmation.
- (10) Unless expressly agreed otherwise, all amounts stated by OU are net amounts, i.e. plus statutory value added tax.
- (11) One Unity is entitled from time to time to adjust prices in response to changed economic, technical or legal circumstances that cause significant additional costs. One Unity shall inform the Contracting Partner of an intended adjustment at least six weeks in advance. If the Contracting Partner does not agree to the adjustment, the Contracting Partner shall have the right to terminate the affected part of the contract extraordinarily in writing with six weeks' notice from receipt of the information regarding the increase in fees. Receipt of the notice of termination by One Unity shall be decisive. After expiry of this period, termination due to the increase in fees is excluded. If the Contracting Partner does not exercise this right of termination, the increase in fees shall take effect. This provision also applies to recurring fees for subscription, cloud and hosting services.

§ 5 Data Protection

The contracting parties shall comply with the applicable data protection provisions. The parties shall assess on a case-by-case basis whether processing on behalf pursuant to Art. 28 GDPR exists. If this is the case, the parties undertake, prior to commencement of the processing on behalf, to conclude the Data Processing Agreement pursuant to Art. 28 GDPR, including the associated Technical and Organizational Measures. For data protection matters, these agreements shall take precedence over the other contractual documents.

§ 6 Confidentiality

- (1) The parties undertake to treat as confidential all confidential information that becomes known to them in the performance of this contract and to use it solely for contractually agreed purposes. Confidential information within the meaning of this provision means information, documents, particulars and data that are designated as confidential or are by their nature to be regarded as confidential. OU undertakes to grant access to the Customer's confidential information only to employees entrusted with performance of services under this contract. At the request of the other party, each party shall require its employees to sign an appropriate confidentiality undertaking and shall provide it to the other party. Neither party shall file applications for intellectual property rights based on the other party's confidential information.

(2) If confidential information within the meaning above is requested by a public authority, the other party shall be informed without undue delay and before the information is disclosed to the public authority.

(3) The rights and obligations under subsections (1) and (2) shall not be affected by termination of this contract. Upon termination of this contract, each party shall, at the other party's option, return or destroy the other party's confidential information, unless it has been properly consumed in the course of performance.

§ 7 Claims for Material Defects

(1) If, under the Software Service Agreement, updates, upgrades, new program versions or other purchased items or works are delivered or provided to the Customer, claims for defects relating to innovations contained therein that do not merely constitute error corrections shall be governed by subsections (2) to (9) below. For software programs provided by OU for use, the Customer's claims for defects shall be governed by subsections (2) to (9) below.

(2) The software provided by OU substantially conforms to the product description. According to the current state of the art, software cannot be created entirely free of errors. Under the Software Service Agreement, specific results cannot be guaranteed. Claims for defects shall not exist in the event of only insignificant deviations from the agreed or presumed characteristics or only insignificant impairment of usability. Product descriptions shall not constitute a guarantee unless separately agreed in writing. In the case of updates, upgrades and deliveries of new versions, claims for defects shall be limited to the innovations of the update, upgrade or new version compared with the previous version.

(3) If the Customer requests subsequent performance due to a defect, OU shall have the right to choose between rectification, replacement delivery or replacement performance. If, after an initial deadline has expired without result, the Customer has set OU a further reasonable grace period and this has also expired without result, or if a reasonable number of attempts at rectification, replacement delivery or replacement performance have remained unsuccessful, the Customer may, subject to the statutory requirements, at its option terminate or rescind the contract or reduce the price and claim damages or reimbursement of expenses. Subsequent performance may also be effected by providing or installing a new program version or a workaround. If the defect does not impair functionality or impairs it only insignificantly, OU shall be entitled, to the exclusion of further claims for defects, to remedy the defect by providing a new version or an update within the framework of its version, update and upgrade planning.

(4) Defects must be reported in text form by means of a comprehensible description of the error symptoms, supported where possible by written records, copies or other documents illustrating the defects. The notice of defect should enable reproduction of the error. The Customer's statutory inspection and notification obligations remain unaffected.

(5) The limitation period for claims for defects is 12 months. The period begins upon delivery of the first copy of the licensed item, including the user manual. In the case of delivery of updates, upgrades and new versions, the period for these components begins upon their respective delivery.

(6) The Customer shall inspect the delivered items without undue delay for any transport damage or other external defects, preserve the relevant evidence and assign any recourse claims to OU upon surrender of the documents.

(7) Claims for damages are subject to the limitations of Section 9.

(8) If the defect is attributable to a defective product of a supplier and the supplier does not act as OU's vicarious agent, but OU merely passes a third-party product on to the Customer, the Customer's claims for defects shall initially be limited to assignment of OU's claims for defects against its supplier. This shall not apply if the defect is attributable to improper handling of the supplier's product for which OU is responsible. If the Customer is unable to assert its claims for defects against the supplier out of court, OU's subsidiary liability for claims for defects remains unaffected.

(9) Changes or extensions to the services or delivered items, or to delivered updates, upgrades or new versions, made by the Customer itself or by third parties shall cause the Customer's claims for defects to lapse unless the Customer proves that the change or extension did not cause the defect. OU shall also not be liable for defects attributable to improper operation, operating conditions or the use of unsuitable equipment by the Customer.

§ 8 Claims for Defects in Title

(1) If, under the Software Service Agreement, updates, upgrades, new program versions or other purchased items or works are delivered or provided to the Customer, the Customer's claims for defects in title relating to innovations contained therein that do not merely constitute error corrections shall be governed by subsections (2) to (6) below. For software programs provided by OU for use, the Customer's claims for defects in title shall be governed by subsections (2) to (6) below.

(2) The software delivered or provided by OU is free from third-party rights that conflict with contractual use. Customary retention-of-title rights are excluded from this warranty.

(3) If third parties hold such rights and assert them, OU shall do everything within its power, at its own expense, to defend the software against the rights asserted by third parties. The Customer shall notify OU in writing without undue delay of the assertion of such third-party rights and shall grant OU all powers of attorney and authorizations necessary to defend the software against the asserted third-party rights.

(4) Insofar as defects in title exist, OU shall (a) at its option be entitled (i) by lawful measures to eliminate the rights of third parties that impair contractual use of the software, or (ii) to prevent their enforcement, or (iii) to modify or replace the software so that it no longer infringes third-party rights, provided and to the extent that the contractually owed functionality of the software is not materially impaired thereby, and (b) be obliged to reimburse the Customer for necessary reimbursable costs of legal enforcement incurred by the Customer.

(5) If the remedy pursuant to subsection (4) fails within a reasonable grace period set by the Customer, the Customer may, subject to the statutory requirements, at its option terminate or rescind the contract or reduce the price and claim damages.

(6) In all other respects, Section 7 subsections (5) and (7) shall apply accordingly (preceding section).

§ 9 Liability, Damages

(1) OU shall be liable only in accordance with the following provisions in (a) to (e):

(a) OU shall be liable without limitation for damage caused intentionally or through gross negligence by OU, its legal representatives or executive employees, and for damage caused intentionally by other vicarious agents; liability for gross negligence by other vicarious agents shall be governed by the provisions on slight negligence set out below in (e).

(b) OU shall be liable without limitation for damage arising from injury to life, limb or health caused intentionally or negligently by OU, its legal representatives or vicarious agents.

(c) OU shall be liable for damage resulting from the absence of agreed characteristics up to the amount covered by the purpose of the agreement on characteristics and foreseeable for OU when giving the assurance regarding the characteristics.

(d) OU shall be liable for product liability damage in accordance with the provisions of the German Product Liability Act (Produkthaftungsgesetz).

(e) OU shall be liable for damage resulting from the breach of cardinal obligations by OU, its legal representatives or vicarious agents; cardinal obligations are the essential obligations that form the basis of the contract, that were decisive for the conclusion of the contract and on the fulfillment of which the Licensee may rely. If OU has breached such cardinal obligations through slight negligence, its liability shall be limited to the amount that was foreseeable for OU at the time the respective service was performed.

(2) OU shall be liable for loss of data only up to the amount that would have been incurred to restore the data if the data had been properly and regularly backed up.

(3) Any further liability of OU is excluded in principle.

B) Additional Special Provisions for the Permanent Provision of Software

§ 1 Subject Matter of the Contract

The subject matter of the software license agreement ("Agreement") is the permanent granting by OU (hereinafter also referred to as the "Licensor") to the Licensee of rights of use and exploitation in the software described in the respective offer ("Licensed Item").

§ 2 Granting of Rights

- (1) The Licensor hereby grants the Licensee the non-exclusive, non-transferable, temporally and geographically unlimited right to use and reproduce the Licensed Item in accordance with the Agreement and the GTC. The right of use and exploitation is limited to the aforementioned purposes of use ("Purpose of Use").
- (2) The right to reproduce the Licensed Item is limited to installation of the Licensed Item on a computer system in the Licensee's direct possession for fulfillment of the Purpose of Use and to reproduction necessary for loading, displaying, running, transmitting and storing the Licensed Item, as well as the right to make a backup copy of the Licensed Item by a person entitled to do so pursuant to Section 69d(2) of the German Copyright Act (UrhG).
- (3) No further rights of use or exploitation in the Licensed Item are granted to the Licensee.
- (4) Upon request and insofar as a legitimate interest exists, the Licensee shall permit the Licensor or a third party commissioned by it to verify whether the Licensed Item is being used within the scope of the rights granted herein; the Licensee shall use its best efforts to assist the Licensor in carrying out such verification.

§ 3 Delivery and Installation of the Licensed Item

- (1) The Licensor shall provide the Licensee with the number of copies of the Licensed Item required to exercise the rights of use and exploitation granted herein, in machine-readable form, at the Licensor's option either on a data carrier customary at the time or by remote data transmission. The Licensee shall receive the documentation as an electronic document in German and a copy of the user manual for the Licensed Item as an electronic document in German. The parties agree that the place of performance for delivery of the Licensed Item shall be the Licensor's registered office. The Licensee shall bear all costs and risks associated with delivery. Upon delivery of the Licensed Item, the transport risk (in particular the risk of accidental loss or destruction) of the copies of the Licensed Item shall pass to the Licensee.
- (2) The Licensee is responsible for providing the system environment in accordance with the manufacturer's requirements. Unless otherwise stated or agreed, these requirements are generally always set out in the documentation for the respective software.
- (3) The Licensee shall inform the Licensor in writing of the respective installation locations of the copies of the Licensed Item. The same applies to any subsequent change in the installation locations.
- (4) The Licensor retains title to all copies of the Licensed Item until the license fees have been paid in full. In the event of a breach of the Agreement by the Licensee, in particular in the event of default in payment, the Licensor shall be entitled, at the Licensee's expense, to demand return of all copies of the Licensed Item to which the Licensor has retained title or, where applicable, assignment of such rights against third parties as are held by the Licensee. In such case, upon request the Licensee shall confirm to the Licensor in writing that it has retained no copies of the Licensed Item and that all installations of the Licensed Item have been irrevocably deleted from the Licensee's or third party's systems. Prior to final transfer of title, the Licensee shall dispose of rights in the Licensed Item only with the Licensor's prior written consent.

§ 4 Remuneration, Fees

- (1) The license fees for granting the rights arise from the offer issued by OU. The license fees (i.e. purchase price) constitute a one-time payment.
- (2) The Licensor shall invoice the license fee in accordance with any payment schedule contained in the offer. If no such schedule is contained in the offer or no deviating agreement has been made, 100% of the license fee shall become due for payment, without deduction, upon delivery of the Licensed Item or notification of the license key and/or license file and download of the Licensed Item by the Licensee, in each case upon invoicing.

C) Additional Special Provisions for the Temporary Provision of Software (Subscription)

§ 1 Subject Matter of the Contract

(1) The subject matter of a Subscription Agreement is the temporary provision of the software described in the respective offer in return for recurring or usage-based remuneration. In accordance with the offer, the software may be operated on systems of the Licensee, in a private cloud environment provided by the Licensee, or in the Public One-Unity.Cloud.

(2) These provisions apply across manufacturers. Supplementary or deviating product-specific licensing and terms of use of the respective manufacturer remain unaffected in accordance with Section A § 1 subsection (9).

§ 2 Rights of Use, Licensing Model and Excess Use

(1) For the term of the Subscription Agreement, OU grants the Licensee a non-exclusive, non-transferable right to use the Licensed Item to the contractually agreed extent. The right of use ends upon termination of the Subscription Agreement without the need for a separate declaration.

(2) The scope and measurement of the Subscription shall be governed by the respective offer, the service description and the manufacturer terms and conditions. Licensing may in particular be based on base modules, users, devices, instances, usage volumes or a pay-per-use model.

(3) In the case of usage-based remuneration models, billing shall be based on the actual usage determined in accordance with the agreed measurement method. The Licensee is obliged to comply with the agreed licensing and usage limits and to provide OU with the information required for billing insofar as this is not determined automatically.

(4) Additional licenses, modules, users or usage quotas may be added during the contract term. Upon provision of such an extension, a new minimum term of twelve months shall commence for the affected Subscription Agreement unless otherwise agreed in the respective offer.

(5) If the agreed scope of use is exceeded, OU shall be entitled to require the necessary additional licensing and to charge retrospectively for the excess use from the date on which it commenced in accordance with the remuneration model applicable to such excess use. OU's further rights remain unaffected.

§ 3 Updates, Support and Technical Changes

(1) During the contract term, minor updates of the software used in each case are included in the Subscription fee unless the manufacturer terms and conditions provide otherwise. The respective product or versioning system of the manufacturer shall generally determine classification as a minor update or major release.

(2) Major releases, upgrades or other new major versions are part of the Subscription only if this is expressly provided for in the offer, the service description or the manufacturer terms and conditions. Otherwise, separate remuneration may be charged for them.

(3) Support, maintenance and other service-related services are not owed solely by virtue of the Subscription. Scope, response times and other services shall be governed by a separately concluded Software Service Agreement and, where applicable, the service description.

(4) OU is entitled to make technical changes to the provision or operation of the software provided that the contractually owed essential functionality is maintained and the change is reasonable for the Licensee. Technical or product-related changes by the manufacturer remain unaffected.

(5) If the software is operated on the Licensee's systems or in its private cloud, the Licensee is responsible for providing and properly operating the required system environment in accordance with the manufacturer's requirements unless expressly agreed otherwise.

§ 4 Term, Renewal, Termination and Billing

(1) The minimum term of a Subscription is twelve months from provision unless otherwise agreed in the offer. Irrespective of this, billing shall generally take place on a calendar-year basis. If the Subscription begins during a calendar year, the period until 31 December shall be billed pro rata as a partial year. From the following 1 January, the full calendar year shall be billed in each case. For usage-based remuneration models, the billing arrangements agreed in the offer or service description shall apply.

(2) After expiry of the minimum term, the Subscription may be terminated with three months' notice effective 31 December of a calendar year. If no timely notice of termination is given, the Subscription Agreement shall renew for a further twelve months in each case. Section 2 subsection (4) shall additionally apply to services added during the contract term.

(3) The right of either party to terminate for good cause remains unaffected.

(4) Upon termination of the Subscription Agreement, the right to use the software ends. Access to the software is no longer permitted thereafter. If operated on the Licensee's systems or in its private cloud, the Licensee shall delete or deactivate all license files, activation keys and other activation mechanisms provided for use and shall cease further use. Upon request by OU, this shall be confirmed in writing. Section D § 7 shall apply additionally to data from the Public One-Unity.Cloud.

§ 5 Test and Demo Systems

- (1) Paid test, demo or proof-of-concept systems shall be provided exclusively for the testing or evaluation purpose specified in the offer and for the term agreed therein. Use in production is permitted only if expressly agreed.
- (2) Remuneration, functional scope, term and any included services shall be governed by the respective offer and the service description. If a test system is operated in the Public One-Unity.Cloud, the provisions of Section D shall apply additionally.

D) Additional Special Provisions for Cloud and Hosting Services

§ 1 Subject Matter of the Contract and Operating Models

- (1) The following provisions apply if the Contracting Partner orders cloud or hosting services from OU. They apply irrespective of whether the underlying software is licensed permanently or under a Subscription model.
- (2) For the Public One-Unity.Cloud, OU provides the agreed cloud and hosting service as the Customer's contracting party and is responsible for performance of this service in accordance with the contract. OU is entitled to use infrastructure providers and other subcontractors for this purpose. Data protection details, in particular regarding the use of subcontractors, are set out in the Data Processing Agreement pursuant to Art. 28 GDPR and the Technical and Organizational Measures.
- (3) OU does not offer a private cloud as its own cloud infrastructure. If the software is operated in a private cloud provided by the Contracting Partner itself or by a third party commissioned by it, the Contracting Partner is responsible for provision, operation, availability, security and the other infrastructure requirements of that private cloud. In such case, OU owes only the services expressly ordered at or within that environment.

§ 2 Scope of Services, Availability, Maintenance and Changes

- (1) The nature and scope of the cloud and hosting services, as well as agreed resources, storage, user, database, traffic or other technical limits, shall be determined exclusively by the respective offer and service description.
- (2) Support services, service hours, response times and other services shall be governed by the separately concluded Software Service Agreement. Specific availability percentages or other service levels are owed only to the extent expressly agreed in the offer, the service description or the Software Service Agreement.
- (3) OU is entitled to perform maintenance work insofar as this is necessary or appropriate for secure, stable or proper operation. Planned maintenance work shall be announced to the Contracting Partner in advance. In the case of urgent security or incident-remediation measures, information shall be provided as early as possible under the circumstances.
- (4) OU is entitled to change technical components, infrastructure, operating procedures or other elements of the cloud service if the contractually owed essential functionality is maintained and the change is reasonable for the Contracting Partner. Mandatory changes due to legal, security-related or manufacturer requirements remain unaffected.

§ 3 Cooperation Obligations of the Contracting Partner

- (1) The Contracting Partner is responsible in particular for suitable internet access, suitable end devices, proper user and rights administration and secure handling of access credentials. It shall ensure that only authorized persons are granted access to the systems provided.
- (2) Access credentials must be treated confidentially and protected against access by unauthorized third parties. Actual or suspected compromises and other security-relevant incidents must be reported to OU without undue delay.
- (3) The Contracting Partner may not use the cloud and hosting services abusively, unlawfully or in a manner that impairs or jeopardizes the security, integrity or availability of OU's or third parties' systems.
- (4) If the software is operated in the Contracting Partner's private cloud, the Contracting Partner shall provide OU in due time with the technical access, authorizations and information required for the agreed services.
- (5) If the Contracting Partner is subject to special statutory or regulatory requirements, it shall inform OU thereof prior to conclusion of the contract or without undue delay after becoming aware of them. Mandatory statutory requirements remain unaffected; any additional audit, information, documentation, access or other regulatory requirements shall be owed only to the extent expressly agreed.

§ 4 Suspension of Access and Services

- (1) OU is entitled to temporarily suspend access to cloud, hosting or Subscription services in whole or in part if the Contracting Partner is in material payment default, a specific security risk exists, there is abusive or unlawful use, or the Contracting Partner otherwise materially breaches contractual obligations. The same applies insofar as suspension is required due to statutory or regulatory requirements.
- (2) To the extent circumstances permit, OU shall inform the Contracting Partner before suspension and give it an opportunity to remedy the situation. In the case of acute security risks, imminent danger or mandatory statutory requirements, suspension may take place without prior notice. The suspension shall be limited to the extent necessary.

(3) If the suspension is based on a circumstance for which the Contracting Partner is responsible, its payment obligations shall remain unaffected for the duration of the suspension.

§ 5 Data Protection, Data Backup and Restoration

(1) Insofar as OU processes personal data on behalf of the Contracting Partner, the Data Processing Agreement pursuant to Art. 28 GDPR and the Technical and Organizational Measures shall apply. For data protection matters, these provisions shall take precedence over the other contractual documents.

(2) The scope and procedures for data backup and restoration shall be governed by the respective service description and the Technical and Organizational Measures. Additional backup or restore services are owed only if expressly agreed.

§ 6 Term and Remuneration of Cloud Services

(1) Unless otherwise agreed in the offer, the provisions on term, renewal, termination and billing in Section C § 4 shall apply accordingly to cloud and hosting services. If cloud services are purchased together with a Subscription, both services shall generally have the same contract term.

(2) Remuneration shall be determined by the respective offer and service description. Billing for the Public One-Unity.Cloud shall generally follow the same billing periods as the associated Subscription. The price adjustment provision in Section A § 4 subsection (11) shall apply accordingly.

§ 7 End of Contract, Data Return and Provider Switching

(1) Upon termination of the cloud or hosting contract, production access to the software and to the data stored in the Public One-Unity.Cloud shall end. Exportable data shall be retained solely for the purpose of return or export for at least 30 calendar days after the end of the applicable transition period, unless mandatory statutory provisions require a different period. OU is not obliged to enable production use of the software during this data-return-only phase.

(2) The standard formats for data return are XML or JSON for index data and the respective original format for documents. Other exportable data and digital assets shall be provided insofar as required by mandatory law or expressly provided for in the service description. Data or components that serve exclusively the internal functioning of the service and are protected as trade secrets or by intellectual property rights of OU, manufacturers or third parties are excluded to the extent permitted by law.

(3) Insofar as the provisions of Regulation (EU) 2023/2854 (Data Act) concerning switching between data processing services apply to the Public One-Unity.Cloud, the Contracting Partner may initiate a switching process with a notice period of no more than two months. The regular transition period shall be no more than 30 calendar days. If this period is technically infeasible, OU shall, within 14 working days of receipt of the switching request, inform the Contracting Partner of the technical reasons and specify an alternative transition period that may not exceed seven months. The Contracting Partner may extend the transition period once for a period it considers appropriate. Mandatory statutory rights remain unaffected.

(4) OU shall support any legally required exit and switching strategy to the extent required by the applicable mandatory provisions and shall provide the information necessary for this purpose. OU does not owe migration, implementation, configuration, adaptation or functional restoration in software from another manufacturer or in another target system unless this is mandatorily required by law or separately agreed.

(5) The applicable statutory provisions on switching charges shall apply to legally required measures for switching providers. From 12 January 2027, OU shall not charge switching fees for measures that must mandatorily be provided as part of a legally required switching process. Additional professional export, transformation, migration or project services requested by the Contracting Partner that go beyond the statutory switching obligations may be separately remunerated subject to prior agreement.

(6) After expiry of the return or retrieval period, the data shall be permanently deleted in accordance with the Data Processing Agreement pursuant to Art. 28 GDPR and the Technical and Organizational Measures, unless statutory retention obligations or other mandatory legal grounds prevent deletion.

E) Further Special Provisions for the Provision of Software from EASY SOFTWARE AG

(1) In addition, where software from EASY SOFTWARE AG, Jakob-Funke-Platz 1, 45127 Essen, Germany (as a subsidiary of conrizon AG, Jakob-Funke-Platz 1, 45127 Essen, Germany) is concerned, the Licensee must comply with the licensing terms of OU's supplier, EASY SOFTWARE AG. This also applies to software from third-party manufacturers that is partially contained in the EASY software.

(2) These terms and conditions are currently available at:

- <https://conrizon.com/de/contracts/>

F) Further Special Provisions for the Provision of Software from otris Software AG

(1) In addition, where software from otris Software AG, Königswall 21, 44137 Dortmund, Germany is concerned, the Licensee must comply with the terms and conditions of OU's supplier, otris Software AG. This also applies to software from third-party manufacturers that is partially contained in the otris software.

(2) These licensing terms are currently available at:

- https://www.otris.de/wp-content/uploads/2018/06/AGB_otris-software-AG_01-06-2018_de.pdf

G) Additional Special Provisions for Service and Consulting Agreements

§ 1 Nature and Scope of the Service

OU offers additional services. OU shall provide these services in accordance with the agreements in the service agreement. Services under a contract for work are not the subject matter of the contract.

§ 2 Remuneration, Due Date

A fixed price agreed in the contract is the remuneration for all contractual services unless otherwise agreed. Unless otherwise agreed, a fixed price shall become due after the service has been fully provided. Receipt of an invoice is a prerequisite for payment becoming due. OU reserves the right to request advance payments according to the progress of service performance.

H) Final Provisions

(1) These GTC and the contractual relationship between OU and the Contracting Partner shall be governed by the laws of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

(2) If the purchaser is a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction, including international jurisdiction, for all disputes arising directly or indirectly from the contractual relationship shall be Augsburg, Germany. OU shall, however, in all cases also be entitled to bring an action at the place of performance of the delivery obligation pursuant to these GTC or a prior individual agreement, or at the Contracting Partner's general place of jurisdiction. Mandatory statutory provisions, in particular concerning exclusive jurisdiction, remain unaffected.