General Terms and Conditions
for the temporary provision of software

The following general terms and conditions apply to agreements on the temporary provision of software between secunet (hereinafter referred to as the "Supplier") and the contractual partner. The term "secunet company" refers to secunet Security Networks AG, secunet International GmbH & Co. KG, secunet International Management GmbH, secunet International GmbH, Sys-Eleven GmbH, and stashcat GmbH, in which secunet Security Networks AG directly or indirectly holds at least 50% of the shares or voting rights. The respective contract is concluded exclusively between the relevant secunet company and the contractual partner. Any contractual obligation or liability on the part of other secunet companies is excluded, unless otherwise agreed.

Preamble

The Supplier has developed communication software and a communication platform designed to enable the Contractual Partner to improve communication among its users. These General Terms and Conditions ("GTC") apply to the conclusion of contracts between the Supplier and the Contractual Partner (jointly referred to as the Parties) regarding the use of the communication software and platform.

The provisions in Part 1 (General Provisions) apply to all contracts. The special provisions in Part 2 (SaaS Contracts) and Part 3 (On-Premises Contracts) apply additionally only to these contracts.

In the event of a conflict between the provisions in Part 1 and the special provisions in Parts 2 and 3, the special provisions shall prevail.

Part 1: General Provisions
These provisions apply to SaaS contracts and on-premises contracts.

§ 1 General

(1) The Supplier offers "stashcat messenger" and "schul.cloud" (hereinafter referred to as the Service) as cloud services and as an on-premises solution in the B2B and B2G sectors. The Contractual Partner wishes to use these Services under the following contractual terms and conditions.

(2) All agreements that contain an amendment, supplement, cancellation, or specification of these General Terms and Conditions or of the contractual relationship based on these terms and conditions—in whole or in part—must be made in writing. The same applies to the amendment or cancellation of this written form clause.

If these agreements or a contractual relationship based on these terms and conditions contain references to the written form, the written form may also be replaced by electronic form or text form, provided that no legally binding formal requirements apply. The text form requires an electronic signature at using a software solution. The aforementioned formal requirement also applies to the amendment or cancellation of this text form clause.

(3) These General Terms and Conditions and, where applicable, the product-specific terms and conditions apply exclusively. The general terms and conditions and/or purchasing

conditions of the contracting party shall not apply unless their validity is expressly agreed in writing.

(4) In all other respects, individual agreements between the Supplier and the contractual partner, in particular in the specific contract, shall take precedence over these General Terms and Conditions insofar as they deviate from them.

§ 2 Rights of use

(1) The service is provided to the contracting party for temporary use via web-based access in return for payment.

(2) The Supplier grants the Contractual Partner a simple right of use that is limited in terms of content to the purpose of the contract and in terms of location to the place of use specified in the contract, limited in time to the duration of the contract, and non-transferable, unless otherwise expressly agreed between the Contractual Partner and the Supplier.

(3) The Supplier is entitled to update its service and to make a new version available to the contractual partner instead of the version provided for use at the start of the contract, provided that the change is reasonable for the contractual partner. In this case, the new version shall become the subject matter of the contract and shall be subject to the provisions of these General Terms and Conditions, and the contractual partner's rights under this contract shall expire with regard to any previously provided subject matter of the contract, even without an express request for return. The changes relate, for example, to updates/upgrades of underlying software and shall be notified to the contractual partner prior to their implementation. The contractual partner shall have no claim to a newer version of the service originally provided.

(4) The contractual partner is not entitled, without the consent of the Supplier, to make changes, extensions, or other modifications to the service (within the meaning of Section 69c No. 2 of the German Copyright Act (UrhG)) or to decompile (within the meaning of Section 69e UrhG) the service, insofar as this exceeds what is legally permissible.

(5) The above provisions of this section on the granting of rights, the Supplier's right to update, and the reservation of consent shall apply mutatis mutandis if and to the extent that work results have been developed on behalf of the Contractual Partner.

(6) Unless otherwise expressly agreed with the Supplier, the Contracting Party is not entitled to obtain further trade secrets by observation, investigation, dismantling, or testing ("reverse engineering") insofar as the software provided is not publicly available.

(7) The service includes open source components. The contracting party undertakes to comply with the relevant license terms and conditions provided by the Supplier in advance.

(8) Insofar as the contractual partner provides the Supplier with protected content (e.g., graphics or programs that are subject to copyright or trademark protection; hereinafter referred to as "customer materials"), it grants the Supplier a simple right of use limited in content to the contractual purpose, in terms of location to the place of use as specified in the contract, and in terms of time to the duration of the contract for the performance of the agreed service.

(9) The Contractual Partner warrants that it holds all necessary rights to the Customer Materials provided in order to grant the Supplier the corresponding rights. If the Contractual

Partner is not the holder of the necessary rights, it shall obtain the necessary rights from the rights holders.

(10) If and to the extent that a database or database work is created during the term of the contract, in particular through the compilation of application data or through permitted activities of the contracting party, all rights thereto shall be vested in the contracting party.

(11) The Contractual Partner shall not use the Supplier's services in any way that compromises the services provided by the Supplier to the Contractual Partner or that results in the Supplier's ability to perform its services to the Contractual Partner being restricted.

(12) The contracting party is obliged to observe the following terms of use:

  a. The contractual partner shall not use the Supplier's services for abusive and/or illegal purposes or to an extent that endangers public safety. Abusive purposes include, in particular, the distribution, downloading, or publication of content and/or activities that may violate or impair the rights of third parties. Misuse also includes the publication and distribution of depictions of sexual abuse, content that is likely to impair the well-being of children and young people and/or seriously endanger their morals, cyberstalking, content that serves to incite hatred or terrorism, content that incites criminal acts or is illegal for any other reason.

  b. If and to the extent that the Supplier becomes aware of a violation of the terms of use, the Supplier will block and/or remove the relevant content. The Supplier becomes aware of such violations when it is requested by the competent authority to block or remove certain content. The Supplier also becomes aware of such violations when a user reports content that violates the terms of use. The Supplier does not moderate content on its services.

  c. The Supplier will, to the extent permitted by law, inform the contractual partners about the blocking/removal of their content.

  d. If the Supplier becomes aware of such content as a result of a report by a user, it shall examine the extent to which the blocking of the content will be maintained, taking into account all interests and ensuring proportionality.

  e. In the event of blocking/removal of its content, the contractual partner is entitled to contest the decision.

(13) Upon termination of the right of use, the contractual partner shall immediately cease using the subject matter of the contract.

(14) The contractual partner is obliged to return or delete any contractual object provided to them immediately after termination of the right of use or, if and for as long as they are legally obliged to retain it for longer, immediately after expiry of the retention period. This also applies to all copies made by them for this purpose. The fulfillment of this obligation must be confirmed to the Supplier in writing upon request to . In the event of termination of the contract or withdrawal from the contract, this paragraph shall apply accordingly.

(15) Insofar as the contractual partner is entitled to grant rights of use to a third party, it is obliged to ensure that the end customer is obliged to comply with the license and usage conditions.

§ 3 General obligations of the contractual partner

(1) The Contractual Partner shall receive access data for accessing the Service. Access data must be kept confidential at all times and may not be made available to unauthorized third parties. If the Contractual Partner suspects or becomes aware that its access data is being

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used without authorization, it shall inform the Supplier immediately and make reasonable efforts to prevent unauthorized use. The Contractual Partner is responsible for all activities in connection with its access data.

(2) The Contractual Partner is obliged to provide the cooperation necessary for the provision of the agreed service. The Contractual Partner shall create the necessary organizational and personnel conditions for the cooperation. In particular, the Contractual Partner shall provide all necessary information and customer materials free of charge and shall designate a professionally qualified contact person with sufficient authorizations to carry out the agreed service provision. The provision of incorrect and/or incomplete information shall be at the expense of the contractual partner.

(3) The Contractual Partner shall be responsible for ensuring that data is backed up properly and regularly in accordance with the state of the art. In addition, the Contractual Partner shall be responsible for entering and maintaining the data and information required for the use of the Software.

(4) The Supplier is released from its obligation to provide the agreed service if and to the extent that the contracting party fails to fulfill its obligations to cooperate. Any existing schedules will be adjusted automatically. If the contracting party is responsible for the failure to cooperate and if the Supplier suffers damage as a result, the contracting party shall compensate the Supplier for this damage.

(5) The contracting party shall also ensure that data stored on servers for which the Supplier or its service Supplier is responsible is free of any malware.

(6) The Contractual Partner is obliged to notify the Supplier immediately and as precisely as possible of any functional failures, malfunctions, or impairments. If the Contractual Partner fails to cooperate, § 536c BGB shall apply analogously.

(7) The Supplier shall not be in default as long as the contractual partner fails to fulfill a general obligation of the contractual partner and/or a duty to cooperate in accordance with the contract. In all other respects, the statutory provisions shall apply.

(8) Insofar as the contractual partner enables its customers or end users to use the agreed service, it is obliged to pass on these contractual terms and conditions. In particular, the terms of use and license conditions applicable to the use of the service must be passed on to the registered users and they must be obliged to comply with them ( ).

§ 4 Passing on

The contractual partner may only make the service available to third parties for use, whether for a fee or free of charge, to the extent that this is covered by the intended use of the service.

§ 5 Term, termination

(1) Unless otherwise agreed, the contract term is 12 months from the date of the last contract signature.

(2) Unless otherwise agreed, the contract shall be extended for a further 12 months if it is not terminated with at least 3 months' notice before the end of the contract term. All other

agreements relating to the contract and these General Terms and Conditions, in particular the SLA, shall then be deemed to have ended at the same time.

(3) The right to extraordinary termination remains unaffected. The Supplier shall have an extraordinary right of termination in particular if

    a. the Contractual Partner fails to properly fulfill its obligations under this contract despite prior written warning and setting of a reasonable deadline, or

    b. if the contractual partner violates the terms of use. This applies in particular if the blocking/removal of the content is due to an official or court order; or

    c. if the contracting party has filed for insolvency proceedings or

    d. if insolvency proceedings have been opened against the contractual partner's assets or if the opening of such proceedings has been rejected due to lack of assets.

(4) An important reason entitling the Supplier to terminate the contract without notice shall also be deemed to exist if the contractual partner is in default of payment of the remuneration or a not insignificant part thereof for two consecutive months, or if, over a period of more than two months, the contractual partner is in default of payment of remuneration amounting to the remuneration for the last two months prior to the termination. In the event of extraordinary termination for reasons attributable to the contractual partner, the Supplier may, in addition to the contractual remuneration claim, demand immediate payment of lump-sum damages amounting to 50% of the monthly basic fee remaining until the end of the regular contract term. The contracting party reserves the right to prove that the damage was less, and the Supplier reserves the right to prove that the damage was greater.

(5) In the event of complete or partial termination of the contractual relationship, the Supplier shall destroy any data in its possession, unless statutory retention periods prevent this, the data constitutes intellectual property of the Supplier, or the data, documents, or other items to be surrendered or destroyed are still required by the Supplier for the further processing of the contract. The contractual partner is obliged to independently back up any data it has generated or stored before terminating use. Upon termination of the contractual relationship, all relevant authorizations and registrations of the contractual partner shall automatically expire.

(6) If the Contractual Partner uses the Service beyond the end of the agreed contract term because they switch to their own IT systems or to another Supplier or for any other reason after termination of the contract, this use shall be remunerated until the use is finally discontinued. This continued use shall neither extend a terminated contractual relationship nor constitute a new contract for the use of the Services.

§ 6 Offsetting, right of retention

The contractual partner is only entitled to set-off insofar as his counterclaims are undisputed or have been legally established. The contractual partner shall only be entitled to assert rights of retention on the basis of counterclaims arising from the same contractual relationship.

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§ 7 Remuneration

(1) Remuneration is due and payable 30 days after invoicing, unless otherwise agreed. Remuneration for continuing obligations (e.g., support) shall be paid in advance.

(2) Unless otherwise agreed, the prices quoted by the Supplier are exclusive of the applicable statutory value-added tax.

§ 8 Support

(1) The Supplier shall respond to inquiries from the Contracting Party regarding the use of the contractual software. The scope of support is specified in the contract.

(2) If response times have been agreed, these shall apply subject to the fulfillment of all obligations of cooperation on the part of the contracting party necessary for the specific support request. If the fulfillment of the support request depends on an action by the contracting party or if the contracting party culpably fails to fulfill its obligations to cooperate, the response time shall be extended by the period until such action is taken, provided that this remains necessary.

(3) If it transpires that the contractual partner has caused malfunctions or errors through incorrect operation or improper use of the software, or if they are otherwise responsible for them, in particular because the malfunction or error is not one that can be remedied by means of support services, the contractual partner shall be liable for the consequences arising in this respect. The Supplier may demand separate remuneration for all expenses incurred in connection with such a support request, in particular for the time spent on investigation.

§ 9 Liability

(1) The Supplier shall be liable for damages and reimbursement of futile expenses, regardless of the legal basis, only in cases of intent or gross negligence or in the event of a culpable breach of a material contractual obligation. In the event of a breach of a material contractual obligation, the Supplier's liability shall be limited to the typically foreseeable damage, except in cases of intent and gross negligence.

(2) The liability of the parties for data loss is limited to the restoration costs that would have been incurred if the other party had made regular and appropriate backup copies and taken the necessary precautions within its sphere of responsibility. Section 254 of the German Civil Code (BGB) remains unaffected.

(3) The above limitations of liability shall not apply to injury to life, limb, or health, to statutory liability under the Product Liability Act, or to the assumption of a guarantee.

(4) The above limitations of liability shall also apply directly to the employees, representatives, and vicarious agents of the Supplier.

(5) In the event that services are used by unauthorized third parties using the access data of the contractual partner, the contracting party shall be liable for any fees incurred within the scope of civil liability until receipt of the order to change the access data or notification of loss or theft, provided that the contracting parties are at fault for the unauthorized third party's access.

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§ 10 Third-party rights

(1) The Supplier guarantees that it is the owner of all rights necessary to fulfill the purpose of this contract.

(2) If a third party asserts against the contracting party that a service provided by the Supplier infringes its rights, the contracting party shall notify the Supplier immediately. Both the Supplier and its suppliers are entitled, but not obliged, to defend the asserted claims at their own expense, insofar as this is permissible. The contracting party shall indemnify the Supplier against all damages and claims of third parties incurred by the Supplier and shall hold the Supplier harmless. The contracting party is not permitted to acknowledge claims of third parties without the prior consent of the Supplier or to concede the underlying facts or to conclude a settlement in this regard.

(3) The Contractual Partner warrants that the content and data stored on the Supplier's servers, as well as their use and provision, do not violate applicable law, official orders, third-party rights, or agreements with third parties. The Contractual Partner shall indemnify the Supplier against any claims asserted by third parties due to a violation upon first request.

§ 11 Limitation period

All claims arising from this contract shall become statute-barred within a period of one year from the start of the statutory limitation period. This shall not apply to claims arising from liability for intent and gross negligence, in cases of fraudulent intent, claims arising from the Product Liability Act and in the event of an assumed guarantee, or in the event of injury to life, limb or health.

§ 12 Confidentiality

(1) Confidential information is all information about facts that are related to business operations, are only known to a narrow circle of people, are not public knowledge, and are to be kept secret due to a legitimate interest of the business owner, regardless of their nature or form. This includes, in particular, verbal information, letters, memoranda, reports, documents, investigations, analyses, drawings, letters, computer printouts, software programs, specifications, data, graphical representations, tables, sound recordings, pictorial reproductions, and any kind of copies of the aforementioned information for which the disclosing party has taken appropriate confidentiality measures.

(2) The parties shall treat confidential information as strictly confidential and shall not disclose it to third parties without the prior written consent of the other party. Regardless of which secunet company this contract is concluded with, none of the following companies shall be considered a third party: secunet Security Networks AG, secunet International GmbH, secunet International GmbH & Co. KG, secunet International Management GmbH, SysEleven GmbH and stashcat GmbH. The parties may disclose confidential information to employees who need the confidential information for the purposes of performing the contract, provided that the employee has undertaken to maintain confidentiality by signing a written confidentiality agreement.

(3) The contracting parties may disclose confidential information to employees who require the confidential information for the purposes of executing this contract, provided that the

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respective employee has undertaken to maintain confidentiality by signing a written confidentiality agreement.

(4) The above obligation shall not apply to information which

    a. was already public knowledge at the time of receipt by the receiving party;

    b. was already in the possession of the receiving party at the time of receipt by the receiving party;

    c. becomes public knowledge after receipt by the receiving party through no fault of the receiving party;

    d. becomes accessible from third parties without any obligation of confidentiality and non-use, provided that these third parties have not obtained the information directly or indirectly from the receiving party; or

    e. must be disclosed by law, official or court decisions. The party obliged to disclose shall only inform the disclosing party if legal provisions, official or court decisions require disclosure of confidential information.

(5) Unless otherwise agreed by the parties, the confidentiality obligations under this paragraph shall expire five (5) years after the termination of the contract.

§ 13   Data protection

If the parties gain access to personal data within the scope of the purpose of the contract, they and third parties contractually associated with them in connection with the contract products shall ensure compliance with the provisions on data protection in accordance with the General Data Protection Regulation (GDPR), the Federal Data Protection Act (BDSG) and the applicable national data protection legislation and shall protect this data in accordance with the state of the art. Where applicable, the parties shall conclude a data processing agreement in accordance with Art. 28 GDPR or an agreement on joint responsibility in accordance with Art. 26 GDPR.

§ 14   Compliance

(1) The contractual partner undertakes to comply with the provisions of the Code of Conduct for Suppliers and Business Partners (Code of Conduct for Suppliers and Business Partners) and, in particular, to observe the applicable legal provisions on combating corruption and the applicable antitrust regulations.

(2) In the event of a breach of these obligations, the Supplier is entitled to terminate this contract without notice. The Contractual Partner shall indemnify the Supplier against all damages and claims of third parties arising from the breach and shall hold the Supplier harmless.

§ 15   Export restrictions

(1) The contractual partner is obliged to independently check and comply with all foreign trade regulations applicable to it, in particular import, export control, customs, and national, European, and international sanctions and embargo regulations. This applies both to independent exports or cross-border transfers, in particular resales, of deliveries and to cross-

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border delivery and service relationships with secunet. The contractual partner must obtain any necessary (export) permits from the competent authorities. The contractual partner shall bear all customs duties, fees, and other charges incurred in connection with cross-border deliveries and services provided by the Supplier. The Supplier is not obliged to provide advice.

(2) Within the scope of their contractual relations, the parties mutually grant each other consent to regularly check their data for any entries on economic, financial, or trade-related sanctions lists in compliance with data protection regulations, in particular with regard to compliance with the above-mentioned sanctions and embargo regulations.

With regard to the aforementioned sanctions list screening, the following also applies:

(i) The contractual partner assures that neither it nor its employees nor any natural or legal persons in which it has a direct or indirect majority ownership interest are listed on any of the above-mentioned sanctions lists.

(ii) The Contractual Partner is obliged to immediately notify the Supplier in writing (compliance@secunet.com) of any positive results confirmed during the check against the aforementioned sanctions lists.

(iii) In the event of a positive verification result, the Supplier shall be entitled to terminate the contract for good cause.

(iv) The contractual partner shall indemnify the Supplier against all claims by third parties resulting from the breach of statutory and contractual obligations.

(3) In accordance with Council Regulation (EU) No. 833/2014, the following applies:

   a) The contracting party may not sell, export, or re-export goods delivered under or in connection with this contract that fall within the scope of Article 12g of Council Regulation (EU) No. 833/2014, either directly or indirectly, to the Russian Federation, or take such actions for use in the Russian Federation.
   b) The contracting party shall make all reasonable efforts to ensure that the purpose of paragraph 3 a) is not undermined by third parties in the trade chain, including possible resellers.

(4) Any culpable breach of the preceding paragraph shall constitute a material breach of the provisions of this contract, and the supplier shall be entitled to take appropriate measures, including, but not limited to:

(i) Termination of this contract; and

(ii) claiming a contractual penalty of 5% of the value of the goods sold, exported, or re-exported in breach of paragraph 3 a); and

(iii) asserting a contractual penalty in the event of a breach of paragraph 3 b), whereby the amount of the contractual penalty shall be determined by the Supplier at its reasonable discretion in accordance with § 315 BGB. The amount may be reviewed by a court in the event of a dispute. The contractual penalty shall be offset against claims for damages.

(5) The contracting party shall immediately inform the Supplier of any problems in the application of paragraph 3, including any relevant activities of third parties that could frustrate the purpose of paragraph 3 a). The contracting party shall provide the Supplier with information on compliance with the obligations under paragraph 3 upon request within two weeks.

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§ 16   Right of inspection/audit

The Supplier reserves the right to check the use of the agreed service by the Contractual Partner to determine whether the Contractual Partner is complying with the agreed terms and conditions. To this end, the Supplier may, at its discretion, request self-disclosure from the Contracting Party or check compliance at the Contracting Party's premises during the Contracting Party's working hours. Each party shall bear its own costs incurred as a result of the check. In the event of a breach of the provisions on the scope of use by the Contracting Party, the latter shall bear all costs incurred by both parties for the check.

§ 17   Final provisions

(1) The Supplier is entitled to have partial services performed by third parties.

(2) The Supplier is entitled to amend individual provisions of these General Terms and Conditions if there is a valid reason for doing so and the amendment is necessary for the continuation of the contract and reasonable for the contractual partner. A valid reason in this sense includes, among other things, if a change in the legal situation or the highest court ruling or doubts regarding interpretation make it necessary to adjust the provisions concerned. A valid reason shall also be deemed to exist if, at the time of conclusion of the contract, there has been a change in market conditions or other legal, economic, or technical conditions that was unforeseeable and beyond the Supplier's control, which leads to a disruption of the contractual equivalence and necessitates an adjustment of the terms and conditions in order to restore the equivalence.

(3) The Supplier shall notify the Contractual Partner of the upcoming changes in writing (e-mail) no later than six weeks before the amended terms and conditions are scheduled to take effect. The contracting party is entitled to object to the changes within six (6) weeks of receiving the notification. If the contracting party does not object within the deadline and continues to use the service after the objection period has expired, the amended General Terms and Conditions shall be deemed to have been agreed. The Supplier shall inform the contracting party of its right to object and the consequences of not exercising this right in the notification of change.

(4) Provisions that affect the main obligations of the contracting parties and thus significantly alter the relationship between the main obligations and the counter-obligations, as well as other fundamental changes to the contractual obligations that are equivalent to the conclusion of a new contract, are excluded from the right to amend individual provisions of these General Terms and Conditions. Such changes require an express contractual agreement.

(5) The contractual relationship between the parties and all rights and obligations arising therefrom shall be governed exclusively by the laws of the Federal Republic of Germany, excluding provisions that refer to other legal systems and excluding the UN Convention on Contracts for the International Sale of Goods.

(6) The exclusive place of jurisdiction for the contractual relationship between the parties and all rights and obligations arising therefrom is Essen. The Supplier is also entitled, at its discretion, to sue the Contractual Partner at its place of business. This jurisdiction clause does not affect the right of the parties to seek interim legal protection from the courts with jurisdiction in accordance with the applicable law.

(7) Even if this contract is written in English it has to be understood that it was prepared by German lawyers against a German commercial and legal background. If any term of the contract is open to interpretation, the intended German meaning shall prevail.

Part 2: Special provisions for Software-as-a-Service (SaaS) contracts

The provisions of this part apply in addition to the provisions of Part 1 (General Provisions) for Software-as-a-Service Contracts (**SaaS Contracts**). If deviating provisions are made in this part, these shall take precedence over the provisions of Part 1.

§ 1 Subject matter of SaaS contracts

(1) The Supplier shall provide the Contractual Partner with Software as a Service (hereinafter referred to as "SaaS"). The communication software and platform "stashcat messenger"/"schul.cloud messenger" shall be made available to the Contractual Partner for the term of the contract in the current version in return for payment.

(2) The Supplier shall provide the Contractual Partner with the technical capability and authorization to access the subject matter of the contract via a browser over the Internet or other clients authorized by the Supplier and to use the functions of the software application within the scope of the contract. The Internet server for the subject matter of the contract shall be provided by the Supplier.

(3) In all other respects, the provisions of the contract shall apply.

§ 2 Warranty

(1) The Supplier warrants the functionality and operational readiness of the SaaS services as agreed. Unless expressly stated otherwise below or in the contract, the statutory warranty provisions shall apply.

(2) The Supplier shall be liable for defects in the service provided in accordance with the warranty provisions of tenancy law (§§ 536ff. BGB), but with the proviso that, contrary to § 536a (1) BGB, liability for damages shall only exist in the event of fault in accordance with the provisions of the contract.

(3) Any defects must be reported immediately via the contact details provided, including a detailed description of the defect. A reported defect must be reproducible.

(4) A defect exists if the Supplier does not perform the service in accordance with the contract and this has a significant impact on the suitability of the service for the use agreed in the contract.

(5) The contractual partner shall have no warranty claims

    a. in the event of only insignificant deviations from the agreed quality or only insignificant impairment of the usability of the service,

    b. in the event of incorrect operation of the service by the contracting party,

    c. in the event of the use of hardware, software, a distribution of the contractual partner or other equipment of the contractual partner that is not suitable for the use of the service,

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d. if the defect is due to a functional limitation of the hardware, operating system, mobile device management or infrastructure environment of the contractual partner,

e. if the contracting party makes or has made changes to the service without the Supplier's consent, unless the contracting party can prove that the changes do not have any unreasonable effects on the Supplier's analysis and elimination of the defects. The contractual partner's rights due to defects shall remain unaffected if the contractual partner is entitled to make changes, in particular within the scope of exercising its right to remedy defects in accordance with the provisions of the German Civil Code ( ), and these have been carried out professionally and documented in a comprehensible manner,

f. if data stored on servers for which the Supplier or its service Supplier is responsible is infected with malware and this causes damage to the contracting party,

g. if the contractual partner does not report a defect immediately and the Supplier was unable to remedy the defect as a result of the failure to report the defect immediately,

h. if the contracting party is aware of the defect at the time of conclusion of the contract and has not expressly reserved its rights with reference to this provision.

(6) If a defect has been reported by the contracting party and the contracting party's warranty claims are not excluded, the Supplier is entitled to remedy the defect within a reasonable period of time by taking measures of its own choosing. The contracting party shall give the Supplier reasonable time and opportunity to remedy the defect. In cases of defective performance, the Supplier may also remedy the defect by showing the contracting party ways to avoid the effects of the defect. An equivalent new program version of the software on which the service is based or an equivalent previous program version of the software on which the service is based that does not contain the error shall be adopted if this is reasonable for the contracting party.

§ 3 Obligations of the contracting party to cooperate

(1) The contractual partner must protect the access data provided to them from access by third parties in accordance with the state of the art and store it securely. The contractual partner shall ensure that use is only made of the data to the extent agreed in the contract. The Supplier must be notified immediately of any unauthorized access.

(2) The contractual partner shall inform the Supplier of the name of its organization and which user is to act as administrator so that the client can be set up.

(3) The Contractual Partner is obliged not to store any data on the storage space provided that violates applicable law, official orders, the rights of third parties, or agreements with third parties.

(4) The Contractual Partner shall check the data for viruses or other harmful components before storing or using it in the Software and shall use state-of-the-art measures (e.g., virus protection programs) for this purpose.

(5) The Contractual Partner is responsible for regularly backing up data.

(6) The content stored by the Contractual Partner on the storage space designated for them may be protected by copyright and data protection laws. The Contractual Partner hereby

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grants the Supplier the right to reproduce the content stored on the server for the purpose of data backup.

(7) The Contractual Partner shall immediately install software updates as soon as they become available in order to be able to use the agreed services in full.

Part 3: Special provisions for on-premises contracts

The provisions of this part apply in addition to the provisions of Part 1 (General Provisions) for on-premises contracts. If provisions in this part deviate from those in Part 1, the provisions in this part shall take precedence.

§ 1 Subject matter of on-premises contracts

(1) The Supplier shall provide the Contractual Partner with the communication software and platform "Anbieterin messenger"/"schul.cloud messenger" for the term of the contract in the current version as an on-premises solution in return for payment.

(2) The Supplier shall provide the Contractual Partner with the technical capability and authorization to access the subject matter of the contract via a browser over the Internet or other clients authorized by the Supplier and to use the functions of the software application within the scope of the contract.

(3) In all other respects, the provisions of the contract shall apply.

§ 2 Warranty

(1) The Supplier warrants the functionality of the software as agreed. Unless expressly stated otherwise below or in the contract, the statutory warranty provisions shall apply.

(2) The warranty shall always apply only to the latest version of the software provided by the Supplier. If the Contractual Partner does not accept and install or have installed patches, bug fixes, updates, or upgrades made available, the warranty shall be excluded to the extent that the defect in question could have been remedied by uninstalled patches, bug fixes, updates, or upgrades, unless the Contractual Partner proves that the defect is not attributable to this.

(3) The Supplier is not responsible for the functionality and operational readiness of the hardware platform provided by the Contractual Partner.

(4) Any defects must be reported immediately via the contact details provided, including a detailed description of the defect. A reported defect must be reproducible. The customer shall provide suitable data of its own if this is necessary for identifying the defect, in particular for reproducing the defect or rectifying it.

(5) A defect shall be deemed to exist if the Supplier fails to perform the service in accordance with the contract and this has a significant impact on the suitability of the service for the contractually agreed use.

(6) The contracting party shall have no warranty claims

    a. in the event of only insignificant deviations from the agreed quality or only insignificant impairment of the usability of the service. The specifications contained in the service and product description do not constitute quality guarantees

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b. in the event of incorrect operation of the service by the contracting party,

c. in the event of the use of hardware, software, a distribution of the contractual partner or other equipment of the contractual partner that is not suitable for the use of the service,

d. if the defect is due to a functional limitation of the hardware, operating system, mobile device management, or infrastructure environment of the contracting party,

e. if the contracting party does not report a defect immediately and the Supplier was unable to remedy the defect as a result of the failure to report the defect immediately,

f. if the Contractual Partner is aware of the defect at the time of conclusion of the contract and has not expressly reserved its rights with reference to this provision.

(7) Furthermore, the contracting party shall have no warranty claims
   a. if the contracting party makes changes or adjustments to the software without the prior consent of the Supplier or has such changes or adjustments made by third parties or has them made by the Supplier at the request of the contracting party, or if the contracting party uses the software in a manner that is contrary to the product description and thereby causes malfunctions, unless the contracting party proves that the defect is not attributable to this and that the changes do not have any unreasonable effects on the analysis and elimination of the defects for the Supplier. The contractual partner's rights due to defects shall remain unaffected if the contractual partner is entitled to make changes, in particular within the scope of exercising its right to remedy defects, and these have been carried out professionally and documented in a comprehensible manner,
   b. at the request of the contractual partner, the Supplier has made changes or adjustments to the software despite the Supplier's advice against doing so,
   c. if the contracting party does not comply with the installation and usage instructions and this results in a defect
   d. the software is used improperly or unauthorized interference is made with it, resulting in damage.

(8) The Supplier may demand additional remuneration for its expenses if (a) a reported malfunction is not due to a defect in the software, but in particular to changes made by the customer to its IT systems or IT infrastructure, in particular by installing patches that do not originate from the Supplier, by changes in LDAP or comparable systems, or by changes in the connection of its web services, (b) a reported malfunction cannot be reproduced or otherwise proven by the customer to be a defect, unless the customer could not reasonably have recognized that no defect existed, or (c) additional expenses are incurred due to improper fulfillment of the customer's obligations.

(9) If a defect has been reported by the Contractual Partner and the Contractual Partner's warranty claims are not excluded, the Supplier is entitled to remedy the defect within a reasonable period of time by taking measures of its own choosing. The Contractual Partner shall give the Supplier reasonable time and opportunity to remedy the defect. In cases of defective performance, the Supplier may also remedy the defect by showing the Contractual Partner ways of avoiding the effects of the defect. An equivalent new program version of the software on which the service is based or an equivalent previous program version of the software on which the service is based, which does not contain the error, shall be adopted if this is reasonable for the Contractual Partner.

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§ 3 Obligations of the contracting party to cooperate

(1) The contractual partner is obliged to provide the cooperation necessary for the performance of the agreed service. In particular, it shall

   a. create the technical installation requirements/system requirements of the system environment specified in the contract on its own responsibility and at its own expense, and make them available and maintain them during the term of the contract

   b. actively provide the Supplier with the necessary technical information about its infrastructure during the implementation phase so that the installation can be planned and carried out,

   c. grant the Supplier access to the hardware platform on which the software components are installed upon request during the entire term of the contract, insofar as this is necessary,

   d. prevent unauthorized access by third parties to the protected areas of the software by taking appropriate precautions. To this end, the Contractual Partner shall, to the extent necessary, instruct its employees to comply with copyright law. In particular, the Contractual Partner shall require its employees not to make any unauthorized copies of the software;

   e. support the Supplier in every way in fulfilling its contractual obligations free of charge,

   f. actively participate in error analysis in the event of malfunctions and document errors in sufficient detail to enable them to be reproduced. An error report must contain information about the type of technical error, the module in which the technical error occurred, the version number, and the work that was being carried out on the computer when the technical error occurred. The error report must be provided in text form.

(2) The Contractual Partner shall protect the access data provided to it from access by third parties in accordance with the state of the art and shall store it securely. The Contractual Partner shall ensure that it is used only to the extent agreed in the contract. The Supplier must be notified immediately of any unauthorized access.

(3) The content stored by the Contractual Partner in the storage space designated for them may be protected by copyright and data protection laws. The Contractual Partner hereby grants the Supplier the right to reproduce the content stored on the server for the purpose of data backup.

(4) The Supplier shall inform the contractual partner about the availability of software updates. Immediately upon receipt of this information, the contractual partner shall coordinate a date with the Supplier in order to grant the Supplier the access to the system required to carry out the update.

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