General Terms and Conditions

for Cloud Services

from Uniserv GmbH, Rastatter Str. 13, 75179 Pforzheim, GERMANY
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UNISERV ("the Provider") enables the User to employ its Cloud Services in compliance with the following General Terms and Conditions (Use of Application Services or Software Applications):

1 General

1.1 These UNISERV Cloud General Terms and Conditions (hereinafter referred to as "Cloud GTC") apply exclusively. UNISERV shall not recognize any business conditions of the User deemed to contradict or deviate from its Cloud GTC unless UNISERV has expressly agreed to the validity of said conditions in writing. These Cloud GTC are equally valid should UNISERV perform a service to the User unreservedly although aware of the User having conflicting or deviating conditions.

1.2 All agreements made between UNISERV and the User for the purpose of executing the Contract are set out in writing in these Cloud GTC.

1.3 UNISERV reserves the right to make alterations to these Cloud GTC at any time. In the event of any alteration being made, UNISERV will notify the User in writing or electronically. The User then has the opportunity to appeal within 4 weeks of the alteration being made. During an appeal, the existing UNISERV Cloud GTC remain valid. The User will receive clear notification of any alteration; the precise alteration will be clearly shown.

2 Subject of the Contract / Service Description

2.1 The Subject of Contract is the provision of UNISERV software for use by the User, using internet access as a Cloud Service. With the "Subscription" tariff, the software can be used within the scope of the quota purchased for Requests for a period of 12 months from the date of activation. Unused Requests for the quota purchased expire after 12 months. A rollover into the following Agreement year does not take place. UNISERV stores the Software Application on its own server and keeps it available to the User for the duration of the Contract. The User may use the Application to process their data.

2.2 In the event of the copyright interests of UNISERV as Provider or Third Party being affected, the User will be granted an uncomplicated, non-transferable right of use limited to the duration of the Contract (simple licence). Granting of sub-licences is not permitted.

2.3 The use of certain services (such as relocation or bereavement examination) requires prior agreement and signing of separate contracts and acceptance of the General Terms and Conditions of third parties by the User.

2.4 The access information required for using the Software Application and for identification and authentication will be communicated to the User by UNISERV by email usually within five working days following conclusion of the Contract.

2.5 The Software Application may only be used primarily by the User shown in the Cloud Contract. Employees or other persons may also use the Software Application on behalf of the User in accordance with the contractual obligations of the User.

3 Implementation of the Contract

3.1 UNISERV enables the User to employ its Application Services usually 24 hours a day, seven days a week ("24/7"). Excluded is the time required for regular maintenance, technical improvements, or maintenance to the hardware and software (planned „down time"), as well as circumstances beyond the control of UNISERV as acc. to para. 13 (force majeure or another impediment). Planned „down times" are taken into account when calculating remuneration. Reduction of payment due to planned down times is not possible.

3.2 The Software Application is available 98% per year. This availability does not include planned and/or other down times agreed with the User.

3.3 UNISERV shall inform the User about any interruption of availability due to planned down times well in advance (in writing/by email).

3.4 UNISERV can block accounts established for testing purposes at any time and without notice.

4 Further Developments / Performance Changes

4.1 UNISERV reserves the right to alter performance (e.g., implementing newer or different technologies, systems, processes and/or standards) as a result of technical progress and performance optimization, also following

conclusion of the Contract. In the event of significant changes being made to its services, UNISERV will notify the User in good time. If a change in service results in significant disadvantages for the User, the User has a right of Extraordinary Termination of this Contract as from the date of the change. This Termination of Contract must be notified to UNISERV by the User within two weeks of receiving notice of the change.

4.2 UNISERV may outsource all or part of its Application Services to a third party. When deemed necessary, documents, information and data of the User may be made available to third parties to whom UNISERV has permissibly delegated Its services. UNISERV is entitled to alter the internet infrastructure it uses and the third parties it commissions at any time.

4.3 UNISERV is entitled to terminate individual services of the Software Application with a notice of 1 year.

5 Services

UNISERV provides a hotline for dealing with problems arising from the use of the Software Application. This hotline is available during normal business hours (currently weekdays from Monday - Friday between 08:00 and 17:00 GMT+1). UNISERV provides application-related information. Application-related support exceeding a directly answerable question is not possible. Enquiries to the hotline can only be made using the contact form in the Cloud Portal.

6 Duty of Cooperation / Responsibility of the User

The cooperation obligations incumbent on the User under their own responsibility and which are necessary for the effective provision of the Application Services include in particular:
– creation of preconditions for using the Application Services,
– measures for safeguarding the User's own data and programs (backup), in particular making regular and appropriately secure backup copies,
– use of the latest (updated) anti-virus programs on the User's computer system.
The User undertakes sole responsibility for:
– selection of the respective Software Application and results intended by the User,
– all information and data originating from the User,
– the devices used (hardware and software) by the User and their suitability for data transmission with UNISERV,
– the functional ability of the User's internet access including transmission paths.

7 Contractual Obligations of the User

7.1 The User undertakes to notify UNISERV immediately upon becoming aware of a malfunction in the Software Application. When describing, limiting, ascertaining, and reporting a disruption, the User must follow the instructions given by UNISERV and clarify the malfunction as accurately as possible. If necessary, the User should consult a knowledgeable employee.

7.2 The User undertakes to notify UNISERV immediately if any changes are made to the person (by means of inheritance or other universal succession); the address, the name, the legal form, or the company.

8 Access Data

8.1 The User is obliged to keep access data confidential from unauthorized persons; to keep it safe and secure from access by unauthorized entities and to protect it against misuse or loss.

8.2 The User is responsible for the payment of all fees due for the use of the Application Services using the User access ID. Should the User object to the payment obligation because of alleged unauthorized use of the User's access code, the User will not be obliged to pay if it can be proven beyond doubt that unauthorized third parties were active outside the User's sphere of influence. The User must provide acceptable proof that the use of UNISERV's Application Services using the User's access code was unauthorized.

9 Remuneration, contract term

9.1 UNISERV shall charge a fee („cloud fee") for the use of the software application in accordance with the cloud contract which determines the tariff („subscription" or „pay-as-you-go").

9.2 In the case of the „pay-as-you-go" tariff, the contract begins with activation and runs for an indefinite period. The period of notice for ordinary termination is 1 month to the end of the month. Payment shall be made monthly in arrears on the basis of the actual consumption of requests.

9.3 In the case of the „Subscription" tariff, the contract begins with the activation and runs for 1 year. The contract shall be renewed for a further year unless it is terminated with 3 months' notice to the end of the contract year. The payment for the acquired request quota is due after activation. Termination must be made in writing in any case.

9.4 UNISERV shall be entitled to adjust the cloud fee to the current price list. In particular for application services for which UNISERV relies on data from the respective postal services or other data suppliers, UNISERV shall be entitled in the event of price changes by the supplier to adjust the cloud fees for the application services concerned appropriately.

9.5 The USER shall only be entitled to set-off rights if his counterclaims have been legally established, are undisputed or acknowledged. The USER is only authorized to exercise a right of retention insofar as his counterclaim is based on the same contractual relationship.

10 Claims for Defects

10.1 In most cases the User is already aware of the Software Application and its performance. UNISERV generally gives the User the opportunity to review the Software Application for the User's own purposes during a test phase before concluding the Contract. When no major

objection is made by the User during the preceding test phase, both parties assume that the Software Application is in fundamental conformity with the Contract. A defect in the Software Application is only present if the use of the Software Application hinders the User in an unacceptable manner.

10.2 The User is aware that UNISERV does not operate its own network and does not provide internet access for the User. For this reason, UNISERV assumes no responsibility for the functional ability of the respective Internet access.

10.3 UNISERV is not liable for defects or disruption caused by deviations from the operating conditions prescribed by UNISERV.

10.4 For certain services UNISERV relies on data from respective postal institutions and other carefully selected data suppliers and is therefore dependent upon this basic data regarding its completeness, topicality, and freedom from errors. This also applies to the availability and implementation date of data updates. Therefore, UNISERV cannot guarantee that an incorrect or incomplete address will always be corrected and updated as part of the address verification process.

10.5 Should any function of the Software Application deviate from that stipulated in the Contract and/or exhibit defects, the User must immediately report the fact to UNISERV.

10.6 The User may only enforce a reduction in the agreed remuneration when the respective claim is undisputed; or is recognized by UNISERV; or is established by legal process.

10.7 A right of Extraordinary Termination of Contract due to a defect or malfunction will only be considered if continuation of the contractual relationship is considered unreasonable or a significant breach of Contract persists despite warnings and/or the setting of a deadline. A warning notification is not required if the Breach of Contract is sufficiently serious that a warning does not appear suitable to rectify the situation and/or to restore confidence. UNISERV is entitled to make two attempts to remedy the respective deficiency prior to issuing such Extraordinary Termination of Contract.

11 Liability

11.1 In the absence of guaranteed properties, non-compliance with guarantees, or malice, UNISERV shall be liable for damages in accordance with prevailing statutory provisions. Liability for culpable injury to life, body or health remains unaffected; this also applies to the mandatory liability under the German Product Liability Act (ProdHaftG).

11.2 UNISERV assumes unlimited liability for any proven wilful intent or gross negligence of its legal representatives and executives. For the fault (wilful intent, gross or slight negligence) of other vicarious agents, as well as to impairment that must be typically expected in the context of the use of the Software Application, liability is limited to the nett amount of the contract sum i.e., excluding Sales Tax/Value Added Tax.

11.3 UNISERV is not liable for minor negligence on the part of its legal representatives, executives, and other vicarious agents, unless a duty is breached, the observance of which is of particular importance for the purpose of the Contract (cardinal duty). In the case of minor negligent violation of a cardinal obligation by legal representatives or executive staff of UNISERV, the limitation of liability according to para. 11.2 above applies correspondingly.

11.4 UNISERV shall be liable for loss of data and its restoration acc. to para. 11.1 to 11.3, only if such a loss could not have been avoided by data backup measures incumbent on the User.

11.5 Liability for errors already existing at the time of conclusion of the Contract is expressly excluded.

12 Data Protection and Data Security

12.1 UNISERV undertakes to treat User data with the utmost care and protect it against misuse or loss.

12.2 The User is responsible for the legality of the data transfer and its use, as well as for the collection, processing and use of personal data.

13 Performance Impediments Beyond the Control of UNISERV

13.1 With the exception of cases in which UNISERV has exceptionally assumed a procurement risk or provided a guarantee, UNISERV is not responsible for any interruption or delay in performance due to the following circumstances or impediments to performance:
Circumstances of force majeure, as well as impediments to performance,
– arising following the conclusion of the Contract or becoming known to UNISERV following conclusion of the Contract through no fault of its own, and,
– for which UNISERV can provide proof that the occurrence could not have been foreseen and prevented despite it having exercised due care and attention and that UNISERV is not responsible for any takeover, precaution, or application liability.
The aforementioned preconditions (entry or non-disclosure following conclusion of the Contract, unpredictability and unavoidability proven by UNISERV) include in particular: Justified industrial action (strike or lockout); operational breakdowns; power failure (subject to standard backup and emergency systems), or disruption or cyber-attacks from the internet. For the duration of such circumstances or impediments to performance UNISERV is exempt from any performance obligations. Claims for damages by the User are thus excluded in the cases shown above.

13.2 In the event of an indefinite impediment to performance arising within the meaning of para. 13.1, each Party to the Contract is entitled to immediate Extraordinary Termination of Contract without notice.

13.3 In the event of an unacceptable impediment to performance UNISERV is entitled to invoke an Extraordinary Termination of Contract without notice.

13.4 If use of the Software Application is not possible for more than five consecutive working days, the User has the right of Extraordinary Termination without notice.

13.5 The right of Extraordinary Termination for any other important reason remains reserved for both parties.

14 Jurisdiction / Applicable Law / Email Transmission / Severability Clause / Translation

14.1 If the User is a merchant as determined by the German Commercial Code (HGB), or a legal entity under public law, or a special fund under public law, the place of jurisdiction for all obligations arising from the contractual relationship - including cheques and bills of exchange - is the registered company headquarters of UNISERV, or, at the discretion of UNISERV, the established seat of business of the User. The above-mentioned choice of court agreement also applies to a User domiciled abroad.

14.2 All rights and obligations arising from, and pursuant to, the contractual relationship between UNISERV and the User, shall be exclusively subject to the laws of the Federal Republic of Germany

14.3 Notifications and declarations of a Contracting Party provided for in the contractual arrangements, as well as during the course of other business, may, in principle, be transmitted to the online address of the other Contracting Party. Unless stipulated otherwise in the contract, they shall be deemed to have been delivered on the working day following receipt.

14.4 Should any one or more provisions in the contract be unenforceable or invalid, it shall not have any impact on the enforceability or validity of any other provisions in the contract.