# General Terms and Condition - General Part ("GTC-GP")

the

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**hereafter referred to as OMNINET.**
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## § 1  Conclusion of contract, renumeration, payments, deadlines

### § 1.1  Scope of application

§ 1.1.1  These General Terms and Conditions - General Part ("**GTC-GP**") apply to all contracts concluded between OMNINET and their contractual partner.

§ 1.1.2  The scope of the GTC-GP is limited to the area of B2B and is applicable to contracts with customers only to the extent that the GTC-GP can be used for the interpretation of the respective individual contract within the framework of the statutory provisions.

§ 1.1.3  Unless otherwise stated, references in this contract always refer to GTC-GP.

### § 1.2  Precondition and conclusion of contract

§ 1.2.1  All offers of OMNINET are non-binding, unless explicitly stated otherwise in the relevant offer.

§ 1.2.2  Conclusions of contracts and other agreements shall only become binding upon written confirmation by OMNINET. The tacit acceptance of an offer within the meaning of § 362 para. 1 of the German Commercial Code (HGB) is excluded, unless explicitly agreed otherwise in writing.

### § 1.3 Valid price list

§ 1.3.1 Unless otherwise explicitly agreed in writing, the remuneration and the reimbursement of expenses shall be governed by OMNINET's price list as amended from time to time.

§ 1.3.2 All prices are net prices plus statutory value-added tax. Daily or hourly rates apply within the framework of normal business/office hours.

### § 1.4 Contractual clause permitting adjustment of prices

§ 1.4.1 OMNINET is entitled to adjust the price for agreed services once a year at the end of each calendar year for the beginning calendar year in order to pass on the effects of changes in the total costs associated with its services.

§ 1.4.2 Examples of cost elements, are production and licensing costs, costs of technical provision and dissemination of services, customer service and other costs of sale (e.g. invoicing and payment, marketing), general administrative and other overhead costs (e.g. rent, interest and other financing costs, costs of personnel, service providers and services, IT systems, energy), and government-imposed fees, contributions, taxes and duties.

§ 1.4.3 In this respect, OMNINET takes particularly into account, in addition to the expenditure and cost development actually incurred by OMNINET, the average wage and energy cost development as well as the inflation from the previous year in the country in which the service is provided.

§ 1.4.4 The adjustment of prices may be at least equal to the average inflation rate of the previous calendar year, but not more than ten (10) percentage points above this rate.

§ 1.4.5 The amount of inflation used for this purpose shall be derived from the official data of the relevant responsible office of each country in which the price adjustment is made ("**Reference Country"**).

§ 1.4.6 All price changes shall apply at the earliest thirty (30) days after notification to OMNINET's contractual party ("**Contractual Party**"). OMNINET will inform its contractual party about the relevant reasons for the price adjustment.

§ 1.4.7 The contractual partner is entitled to object to the price adjustment within thirty (30) days, received by OMNINET. After expiry of the 30-day objection period, the adjusted price shall be deemed agreed.

§ 1.4.8 If the contractual party objects to a price adjustment, OMNINET shall be entitled to terminate the contract with a notice period of one month (extraordinary right of termination).

§ 1.4.9 In the event of a reduction of the above-mentioned costs and at the same time a deflation or a decrease of the average development of wages and energy costs in the reference country, OMNINET obligates to pass this on to the contractual partner accordingly.

### § 1.5 Invoicing

§ 1.5.1 OMNINET may, at its discretion, invoice on a monthly basis or upon completion of the services, unless otherwise explicitly agreed between the contractual parties in writing.

§ 1.5.2 If services are remunerated on a time and material basis, OMNINET shall document the type and duration of the activities and submit this documentation with the invoice. Activities of OMNINET which are invoiced according to the duration of time shall be invoiced per quarter of an hour or part thereof, unless otherwise agreed.

§ 1.5.3 In the event of unplanned ad-hoc calls for short-term tasks which are to be processed immediately at the request of the contractual party and which are also processed immediately by OMNINET, the duration shall be calculated per two working hours or part thereof per call, unless there is an explicit agreement to the contrary. This takes into account the additional expenditure incurred by OMNINET. Short-term tasks which are within OMNINET's sphere of responsibility and lead to several minimum call-offs or invoiceable planned project regulation activities (e.g. meeting participations) shall not be taken into account in this respect.

### § 1.6 Due date

§ 1.6.1 The due date of the remuneration shall generally be determined by the individual agreement between the contractual parties.

§ 1.6.2 If the contractual parties have not made any individual contractual arrangements, the remuneration shall be due for payment upon invoicing or in accordance with § 271 German Civil Code (BGB).

§ 1.6.3 In case of default, the claim shall bear interest at a rate of nine (9) percentage points above the respective base rate, unless the law provides for a lower maximum rate. If the law provides for a lower maximum interest rate, this shall be deemed to be agreed. Further claims on the part of OMNINET remain unaffected.

### § 1.7 Setoff/retention

§ 1.7.1 A setoff of claims against OMNINET is generally excluded. This shall not apply to setoffs with such claims which have been acknowledged or which have become binding. Likewise, the prohibition of setoff shall not apply to mutually dependent claims.

§ 1.7.2 The contractual partner is not entitled to exercise a right of retention against OMNINET due to another claim

not arising from this contract, unless this claim is acknowledged or legally established.

§ 1.7.3 Due to defects, the contractual party may withhold payments only to the extent of a reasonable part taking into account the defects and only if the defect has been acknowledged by both parties.

§ 1.7.4 A right of retention is excluded insofar as this is based on claims derived from statute-barred claims for defects.

## § 1.8 Retention of property and reservation of rights

§ 1.8.1 OMNINET retains the property until full payment of the remuneration owed. In case of rights to be granted OMNINET shall be entitled to withhold the services until full payment of the remuneration owed. OMNINET shall take into account justified retentions of defects according to § 1.7.3.

§ 1.8.2 OMNINET shall also be entitled to the rights under § 1.8.1 until the fulfillment of all other claims arising from the business relationship with the respective contractual party.

§ 1.8.3 OMNINET is entitled to prohibit the contractual party from further use of the services for the duration of a default in payment. OMNINET may assert this right only for a reasonable period of time, as a rule for a maximum of six (6) months. This does not constitute a withdrawal from the contract.

§ 1.8.4 If the contractual party or its customers return services to OMNINET, the acceptance of the services does neither constitute an implied declaration of a withdrawal nor the acceptance of a declaration of withdrawal. The same applies to the seizure of the goods subject to retention of title or of rights to the goods subject to reserved property by OMNINET.

§ 1.8.5 Regarding items under retention of property or reservation of rights, the contractual party may neither pledge nor transfer the ownership as a security for a debt.

§ 1.8.6 If the contractual party is a reseller, a resale in the ordinary course of business shall be permitted under the condition that the contractual party has effectively assigned to OMNINET their claims against its customers in connection with the resale and that the contractual party transfers ownership to their customers only subject to payment.

§ 1.8.7 By entering into the contract, the contractual party assigns their claims in connection with such sales against their buyers to OMNINET by way of security, which simultaneously accepts such assignment.

§ 1.8.8 The contractual party shall in turn be entitled by OMNINET to assert the assigned claims against their customers on behalf of OMNINET until full payment has been made to OMNINET.

§ 1.8.9 If the value of OMNINET's lien initially exceeds 110% of the value of the claim to be secured, OMNINET shall release the part of the security interests exceeding this. The same applies if the value of OMNINET's lien subsequently exceeds 150% of the value of the claim to be secured.

## § 1.9 Inability to pay

§ 1.9.1 In case of economic inability of the contractual party to fulfill its duty towards OMNINET or in case of inability to pay/announcement of insolvency of the contractual party, OMNINET may terminate existing exchange contracts with the contractual party by rescission, continuing duty contracts by termination, without notice.

§ 1.9.2 Statutory rights of OMNINET to terminate the contract with the contractual party shall remain unaffected.

§ 1.9.3 The contractual party shall inform OMNINET in writing at an early stage of any impending insolvency.

## § 1.10 Deadlines, fixed dates, delays

§ 1.10.1 Agreed deadlines concerning OMNINET shall commence on the date of the order confirmation, but not before the fulfillment of any duty accepted by the contractual party.

§ 1.10.2 The agreement of fixed dates or deadlines must be in writing. They shall only be binding if expressly agreed with the contractual partner in documented form.

§ 1.10.3 The agreement of a fixed date of performance is subject to OMNINET receiving the services of its respective suppliers on time and in accordance with the contract.

## § 1.11 Rights regarding work results

§ 1.11.1 To the extent OMNINET provides or commissions services within the scope of a business relationship with a contractual party, the contractual parties agree that OMNINET remains and or becomes the owner of the knowledge and results derived therefrom. This shall in particular also apply if OMNINET itself or through a third party provides and develops software solutions which work on the basis of artificial intelligence ("**AI**") or further develop themselves.

§ 1.11.2 OMNINET shall be considered the owner and author of all findings or developments resulting from the use of such AI. This shall apply even if the results have arisen exclusively from the work of the AI.

§ 1.11.3 OMNINET is explicitly and exclusively entitled to use work results resulting from any kind of performance of OMNINET as a starting point for the further development and advancement of OMNINET's product portfolio. This ensures that the customer receives its services from OMNINET at a reasonable price. Claims against OMNINET do not arise from this. OMNINET is committed to ensure that no customer-specific data will be disclosed to third parties.

**§ 1.12    AI disclaimer - only applies to AI solutions**

§ 1.12.1    It should be noted that modern artificial intelligence ("AI") systems only suggest decisions with varying degrees of confidence or probability, and that they will never correctly assess 100% of all data. The suggestions of an AI system result, among other things, from the sample data used and available at the client, from which complex non-linear rules are learned, the functioning and results of which may be difficult to comprehend in individual cases. The contractor shall use the methods and techniques offered by the current state of the art in order to achieve the best possible reliability and generalization of the AI system in each case. The performance of an AI system is measured at handover on the basis of test data that was not used during the training and communicated to the customer. The decision and responsibility as to whether, under which circumstances, at which limits of confidence and to what extent decision proposals of such AI systems are adopted by the ordering party in its systems with or without human testing, lies with the ordering party. Warranty and/or liability claims against the contractor arising from decisions of an AI system and/or the resulting consequences are excluded in this respect.

**§ 2       Collaboration, duty to cooperate, confidentiality**

**§ 2.1     Contact persons**

§ 2.1.1    The contractual party and OMNINET shall each name a contact person in the contract who is authorized to make and receive necessary technical declarations within the scope of the performance of the contract. Legal declarations of the contact person named by OMNINET shall only be binding on OMNINET if they are made in writing, the contact person is authorized to make the declarations and can prove this to the contractual party by submitting a written power of attorney or OMNINET approves them in writing.

§ 2.1.2    Unless otherwise agreed, communication between the contractual party and OMNINET shall take place via these contact persons. The contact persons shall immediately bring about all decisions connected with the performance of the contract. The decisions shall be documented in a binding manner.

§ 2.1.3    In case of a change of the contact person or a change of the contact data of the contact person, OMNINET shall be informed immediately and verifiably. If the customer culpably fails to do so, any resulting disadvantages of the customer shall be borne exclusively by the customer.

**§ 2.2     Duty to cooperate**

§ 2.2.1    The contractual party shall be obliged to support OMNINET as far as necessary and to create in its sphere of operation all conditions necessary for the correct execution of the order free of charge.

§ 2.2.2    The contractual party shall ensure that the documents, information and data necessary for the performance of the service are available to OMNINET completely, correctly, in due time and free of charge. OMNINET may assume the completeness and correctness of these documents, information and data. This shall not apply if it is obvious that they are incomplete or incorrect.

§ 2.2.3    The contractual party duty to cooperate shall include creating all conditions in its sphere of operation that are necessary for the provision of the services, in particular:

a)  to inform OMNINET of all events and circumstances which may be of importance for the performance of its service;

b)  to provide work rooms for the employees deployed by OMNINET, including all necessary work equipment in sufficient quantities, if required;

c)  if required, to provide expert personnel to support OMNINET;

d)  to provide OMNINET at all times with access to the information necessary for the performance of the activity and to provide OMNINET in a timely manner with all necessary documents;

e)  to provide computer time (including operating, system usage), test data and data collection capacities in a timely and sufficient manner when needed;

f)  to provide functional remote access to the infrastructure of the contractual partner if required.

§ 2.2.4    Insofar as the contractual partner claims services of OMNINET, it shall be obliged to use only suitable employees when using the contractual software, in particular the OMNINET Service Desk.

§ 2.2.5    Employees are suitable if they possess the necessary knowledge and skills to use the contractual software within the scope of its contractual possibilities of use in a fully comprehensive and error-free manner without any assistance by OMNINET and if they have comprehensive system administration and OMNITRACKER configuration skills ("**Suitable Employee**"). The suitability of the employees can be achieved by a successful participation in the corresponding trainings of OMNINET.

§ 2.2.6    Costs and expenses incurred by OMNINET due to unsuitability of the customer's employees shall be borne by the customer in full. This shall not apply if the customer proves that these would also have been incurred if suitable employees had been employed.

### § 2.3 Violation of the duty to cooperate

§ 2.3.1 Insofar as the contractual party does not fulfill its duty to cooperate, does not fulfill it in time or does not fulfill it sufficiently, OMNINET shall be released from the obligation to perform the agreed performances. OMNINET may terminate the contract without notice and - in case of a fixed remuneration agreed in the individual contract - claim the remuneration less the saved expenses or - in case of remuneration according to expenditure - claim the remuneration for the services performed until the withdrawal as well as the lost profit.

§ 2.3.2 Apart from that, any waiting times of OMNINET's employees shall be remunerated according to the contractually agreed hourly rates.

### § 2.4 Notification of defects

§ 2.4.1 The contractual party shall immediately notify OMNINET in writing of any defects in an easily comprehensible and detailed form, stating all information relevant for the detection and analysis of defects, and shall record the use of the contractual software and any special incidents occurring in a suitable manner. In particular, the work steps that led to the occurrence of the defect, the manifestation and the effects of the defect shall be stated.

§ 2.4.2 Notifications of any defects which are not easily comprehensible for an uninvolved third party or OMNINET shall not be deemed to be notifications of defect.

§ 2.4.3 Recording can only be considered suitable if it is done in a way that is easily comprehensible for third parties or OMNINET and in a common file format (Word/Excel/PDF or similar).

§ 2.4.4 § 2.2.6 applies accordingly.

### § 2.5 Confidentiality

§ 2.5.1 Contractual partners of OMNINET shall be under the duty to maintain secrecy with regard to business and trade secrets as well as other information designated as confidential or recognizably confidential which becomes known in connection with the performance of the contract. Such information may only be disclosed to persons who are not involved in the conclusion, performance or execution of the contract with the written consent of OMNINET.

This duty is irrevocable and shall not end until the confidentiality of the respective information has lapsed, but in any case, not before five years have elapsed after the respective information has become known and not before five years have elapsed after the termination of a continuing duty connected therewith.

§ 2.5.2 These duties shall also be imposed on employees and any third parties engaged.

### § 2.6 Prohibition of recruitment/employment

§ 2.6.1 The contractual parties of OMNINET obligate themselves not to entice, hire or otherwise employ any employees of OMNINET from themselves or from any company in which they hold a significant interest during an existing contractual relationship and for a further eighteen (18) months after its termination.

§ 2.6.2 In the event of a violation of § 2.6.1, the contractual partner shall pay to OMNINET a contractual penalty in the amount of one gross annual salary of the relevant employee for each case of violation, without any special proof of damage by the other party being required. The gross annual salary of the employee which the employee received in the year prior to the forfeiture of the contractual penalty shall be decisive. Several cases of infringement also exist if all infringements are covered by a uniform intent on the part of the infringing party.

### § 2.7 Electronical communication

§ 2.7.1 The contractual parties of OMNINET are aware that an electronic and unencrypted communication (e.g. by email) is subject to security risks. In the case of this type of communication, they will therefore not assert any claims based on the lack of encryption, unless an encrypted type of data transmission has been explicitly agreed upon beforehand.

### § 2.8 Exchange of employees

§ 2.8.1 OMNINET decides which employees it uses and reserves the right to replace them at any time. It may also use freelancers and other companies within the scope of the performance of the contract, provided that they are correspondingly bound to any confidentiality agreement.

§ 2.8.2 For contracts concluded subsequently (follow-up orders) OMNINET shall also not be obliged to use employees already employed and known by the contractual party. In this respect, OMNINET is entitled to charge training expenses of its employees for specific applications or also specifically adapted standard applications to the contractual partner. The contractual party shall be informed of these possible training expenses before conclusion of the contract and they shall be explicitly calculated, shown and charged.

## § 3    Disruptions in the provision of services

### § 3.1    Postponement

§ 3.1.1    If a cause for which OMNINET is not responsible, including strike or lockout, impairs the compliance with deadlines ("**Disruption**"), the deadlines shall be postponed by the duration of the disruption, if necessary including a reasonable restart phase. OMNINET shall be informed without delay about the cause of a disruption which has occurred.

### § 3.2    Additional expenses

§ 3.2.1    If the expenses increase due to a disruption or due to a delay in the performance of the service which originates from the contractual party's area of responsibility, OMNINET may demand additional remuneration for the additional expenses incurred thereby. The contractual party has to prove that the disruption or delay does not originate from its responsibility.

### § 3.3    Withdrawal/compensation

§ 3.3.1    If the contractual party is entitled to withdraw from the contract due to OMNINET's improper performance and/or to claim damages instead of performance or claims such, the contractual party shall, upon OMNINET's request, declare in writing within a reasonable period of time whether it asserts these rights or wishes to continue the performance of the service. In case of a withdrawal, the contractual party shall reimburse OMNINET for the value of previously existing possibilities of use; the same shall apply to deterioration due to intended use.

§ 3.3.2    In the event of a delay in performance, the contractual party shall only have a right of rescission within the scope of the statutory provisions if OMNINET is responsible for the delay.

### § 3.4    Delay in performance

§ 3.4.1    OMNINET shall only be in delay with its performance duties upon written reminder of the contractual party.

§ 3.4.2    In case of unforeseen circumstances such as force majeure, mobilization, war, strike, lockout, riot or other circumstances for which OMNINET is not responsible, no delay shall occur. In this case, OMNINET may demand a reasonable postponement of the dates.

§ 3.4.3    If OMNINET is in delay with the performance of the service, the compensation for damages and expenses due to the delay shall be limited to 0.5 percent of the price for the part of the service which cannot be used due to the delay for each completed week of the delay. The liability for delay is limited to a total of a maximum of five (5) percent of the respective order, in the case of ongoing remuneration to a maximum of five (5) percent of the remuneration per contractual year. This shall not apply to the extent that a delay is due to gross negligence or intent on the part of OMNINET.

§ 3.4.4    Insofar as § 3.4.3 does not stand up to legal control, for whatever reason, a limitation within the scope of what is still legally permissible from the point of view of an independent expert to be appointed by the court shall be used for the limitation of liability for delay.

## § 4    Material defects and reimbursement of expenses

### § 4.1    Exclusion of liability for defects

§ 4.1.1    Claims due to defects do not exist in the event of excessive or improper use, failure of components of the system environment, non-reproducible software errors or software errors that cannot otherwise be proven by the contractual partner or in the event of damage that arises due to special external influences that are not assumed under the contract. This shall also apply in the event of subsequent modification or repair by the contractual partner or third parties, unless this does not impede the analysis and elimination of a material defect.

§ 4.1.2    § 6 shall apply accordingly to claims for damages and reimbursement of expenses.

### § 4.2    Statute of limitations

§ 4.2.1    Claims due to a material defect shall become statute-barred within one year from the statutory commencement of the limitation period. The statutory deadlines for the right of recourse shall remain unaffected.

The same applies

    a)    insofar as the law prescribes longer periods of time,
    b)    in case of an intentional or grossly negligent breach of duty by OMNINET,
    c)    in the event of fraudulent concealment of a defect and
    d)    in cases of injury to life, body or health.

§ 4.2.2    The processing of a notification of material defect of the contractual party by OMNINET only leads to a suspension of the statute of limitations, as far as the legal requirements for this are fulfilled. A new start of the statute of limitations does not occur thereby.

§ 4.2.3    In case of guarantees given by OMNINET to contractual partners, the statute of limitations for both the

notification of defects and the discovery of the defect shall commence upon termination of the contract. The discovery and notification of a defect shall not affect the statute of limitations, irrespective of any guarantees assumed, unless expressly agreed otherwise in writing.

### § 4.3 Reimbursement of expenses

§ 4.3.1 OMNINET may demand reimbursement of its expenses to the extent that

a) it acts on a notification without there being a defect, unless the contractual party could not with reasonable effort have discovered that there was no defect; or

b) a reported defect is not reproducible or otherwise demonstrable as a defect by the contractual partner, or

c) additional expenses are incurred due to the contractual party's failure to properly fulfill its duty (see also § 2.2, § 2.4 and § 5.2).

## § 5 Legal deficiencies

### § 5.1 Rights of third parties

§ 5.1.1 OMNINET shall only be liable for violation of third-party rights to the extent that the service is used in accordance with the contract and in particular in the contractually intended environment of use.

§ 5.1.2 OMNINET shall be liable for violations of third-party rights only within the European Union and the European Economic Area as well as at the place of the contractual use of the performance. § 5.1.1 shall apply accordingly.

### § 5.2 Defense

§ 5.2.1 If a third party asserts against the contractual partner that a performance of OMNINET violates its rights, the contractual partner shall notify OMNINET without delay. OMNINET and, if applicable, its suppliers are entitled, but not obliged, to defend the asserted claims at their expense as far as permissible. In particular, the contractual party shall provide OMNINET with all necessary information about the use and possible processing of the programs in writing, if possible, and shall hand over necessary documents in this respect.

§ 5.2.2 If OMNINET is not informed without delay about such a legal dispute or if OMNINET does not have sufficient time to join the legal dispute sufficiently prepared, any recourse of the contractual party against OMNINET shall be excluded. In addition, the contractual party shall bear all expenses and costs arising therefrom for OMNINET which could have been avoided by an immediate notification.

### § 5.3 Redress

§ 5.3.1 If third-party rights are actually violated by a performance of OMNINET, OMNINET shall at its own option

a) give the contractual party the right to use the service; or

b) make the performance non-infringing; or

c) take back the performance with reimbursement of the remuneration paid for it by the contractual party (less reasonable compensation for use) if OMNINET cannot achieve any other remedy with reasonable effort.

§ 5.3.2 The interests of the contractual party shall be given due consideration.

### § 5.4 Statute of limitations

§ 5.4.1 Claims of the contractual partner due to legal deficiencies shall become statute-barred according to § 4.2. For claims for damages and reimbursement of expenses of the contractual partner § 6 shall apply in addition, for additional expenses of OMNINET § 4.3 shall apply accordingly.

## § 6 General liability of OMNINET

### § 6.1 Unlimited liability

§ 6.1.1 OMNINET shall be liable to the contractual party without limitation within the scope of the statutory provisions for the damage caused by it as well as its legal representatives, persons employed to assist and agents for

a) damage caused intentionally or by gross negligence,

b) damages which are due to serious organizational failure on the part of OMNINET,

c) damage caused by the absence of warranty as to quality, as well as for

d) damages resulting from injury to life, body or health due to a negligent breach of duty.

### § 6.2 Breach of essential contractual duty

§ 6.2.1 In the event of a breach of essential contractual duty, OMNINET's liability shall be limited to the amount of the foreseeable damage typical for the contract if none of the cases mentioned in § 6.1 applies.

§ 6.2.2 "**Essential Contractual Duty**" is a duty the fulfillment of which is essential for the proper performance of the contract and on the observance of which the contractual partner may regularly rely.

### § 6.3 Minor negligence

§ 6.3.1 OMNINET shall not be liable in case of minor negligence, except to the extent that it has breached a material contractual duty within the meaning of § 6.2.2.

### § 6.4 Limitation of liability

§ 6.4.1 The liability according to § 6.1 remains unaffected by this paragraph.

§ 6.4.2 In the case of property damage and pecuniary loss, liability shall be limited to the foreseeable damage typical for the contract. This also applies to loss of profit and savings.

§ 6.4.3 For a single case of damage, liability is limited to the contract value, in the case of ongoing remuneration to the amount of remuneration per contract year. § 4.2 shall apply accordingly to the statute of limitations. The parties may agree on further liability against separate remuneration when concluding the contract.

### § 6.5 Product Liability Law

§ 6.5.1 Liability under the Product Liability Law remains unaffected.

### § 6.6 Declaration of warranty

§ 6.6.1 OMNINET shall only be liable for damages under a declaration of warranty if this was expressly assumed in the warranty. In case of minor negligence, this liability shall be subject to the limitations pursuant to § 6.3 and § 6.4.

§ 6.6.2 Unless otherwise expressly agreed in writing, declarations of warranty shall generally be regarded as a dependent warranty.

§ 6.6.3 Explicit reference is made to § 4.2.3.

### § 6.7 Data loss and data backup

§ 6.7.1 The contractual partner shall perform a regular backup (as a rule at least daily) of its data in accordance with the principles of proper data processing. In the event of a loss of data for which OMNINET is responsible, OMNINET shall therefore be liable exclusively for the duplication of the data from the backup copies to be made by the contractual partner, i.e. for the recovery of the data which would have been lost even if the data had been properly backed up.

### § 6.8 Exclusion of liability

§ 6.8.1 Any further liability for damages is excluded.

### § 6.9 Claims for reimbursement of expenses

§ 6.9.1 For claims for reimbursement of expenses and other liability claims of the contractual party against OMNINET § 6.1 to § 6.4 shall apply accordingly.

## § 7 Data protection and data security

### § 7.1 General Data Protection Regulation (GDPR)

§ 7.1.1 OMNINET shall treat information and data which is not generally known, which comes to its knowledge in the course of the provision of services, and which is marked accordingly by the contractual partner as confidential. The employees of OMNINET are obliged to comply with the data protection requirements according to the General Data Protection Regulation (GDPR).

### § 7.2 Order processing

§ 7.2.1 To the extent OMNINET processes personal data on behalf of the contractual partner in the course of the provision of services, the contractual partner shall be solely responsible for the compliance with the statutory provisions of the data protection laws, in particular for the lawfulness of the data transfer to OMNINET as well as for the lawfulness of the data processing. OMNINET shall process the personal data only to the extent necessary for the performance of the respective individual contract. OMNINET is not obliged to verify the lawfulness of the data transfer to OMNINET as well as the lawfulness of the data processing. The contracting party shall indemnify OMNINET against claims of third parties which are based on the fact that the data transfer to and/or the data processing by OMNINET was unlawful.

### § 7.3 Compliance with the law

§ 7.3.1 Furthermore, the contractual partner shall be responsible for compliance with the law and regulations on data protection and data security when making use of OMNINET's services.

## § 8 Import and export regulations

§ 8.1.1 The contractual partner is aware that for the transfer/export of goods (goods/software/technology) as well as for the provision of services with cross-border relevance, in particular European and German foreign trade law, applies, and that the individual deliveries as well as services may be subject to export control restrictions

and prohibitions. In addition, there are European and national embargo regulations against certain countries and persons, companies and organizations which may prohibit the delivery, provision, transfer, export or sale of goods as well as the performance of services or make them subject to authorization. OMNINET explicitly reserves the right to refuse deliveries and/or services if OMNINET is of the opinion that they might violate import and/or export regulations.

§ 8.1.2    The contractual partner is aware that the relevant statutory regulations are subject to constant changes and adaptations and are applicable to the contract in their respective valid version.

§ 8.1.3    OMNINET reserves the right to end contacts with contractual parties and/or services at any time with immediate effect in order to comply with legal regulations, in particular but not exclusively in case of changes of sanction regulations as well as import/export regulations, to comply with these regulations. The risk of damages arising from this shall be borne in full by the contractual partner itself. Possible claims for damages are excluded.

§ 8.1.4    The contractual partner commits itself to comply with import and export regulations applicable to goods of OMNINET on its own responsibility. It shall neither directly nor indirectly sell, export, re-export, deliver, pass on nor otherwise make available the delivered goods to persons, companies, institutions, organizations or countries if this violates European, German or other applicable export or embargo provisions. The contractual party confirms that the goods of OMNINET will be used exclusively for a peaceful, civil purpose.

§ 8.1.5    In case of cross-border delivery or performance, the contractual partner shall bear any customs, fees and other charges incurred.

## § 9    Other

### § 9.1    Reference list

§ 9.1.1    OMNINET is entitled to include the name of the contractual partner and other publicly accessible information in a reference list which is also published, among other, on the internet. Any other advertising references shall be agreed upon with the contractual partner in advance.

### § 9.2    Assignment

The transfer of rights and duties under this contract by the contractual partner to a third party requires in principle the prior consent of OMNINET in writing.

### § 9.3    Change-of-Control

§ 9.3.1    In the event of a transfer of business of any kind at the contractual partner or if a third party acquires a blocking minority ("**Change-of-Control**") at the contractual partner, OMNINET shall be informed thereof without delay. In this case, OMNINET shall have the right to terminate the contract extraordinarily with a notice period of one month. This right of termination shall expire within one (1) year after receipt of the explicit information about the change of control from the contractual party.

### § 9.4    Place of performance

§ 9.4.1    Place of performance is the registered company office of OMNINET.

### § 9.5    Applicable law

§ 9.5.1    This contract shall be governed by the law of OMNINET's registered company office. The provisions of the Vienna UN Convention on Contracts for the International Sale of Goods (CISG) are excluded.

### § 9.6    General terms and conditions of businesses (OMNINET-GTC)

§ 9.6.1    OMNINET renders its services on the basis of these General Terms and Conditions - General Part (**"GTC-GP"**) as well as the special General Terms and Conditions applicable in each case and more specifically referred to as

- General Terms and Conditions - Contract for Work and Services ("**GTC-WS**")
- General Terms and Conditions - Contract for the Software Transfer of Standard Software ("**GTC-ST**"),
- General Terms and Conditions - Software Usage Agreement - SaaS Services ("**GTC-SaaS**"),
- General Terms and Conditions - Contract for Software Maintenance ("**GTC-SM**")
- General Terms and Conditions - Software Rental Contract ("**GTC-SR**"),
- General Terms and Conditions - Service Contract ("**GTC-Services**")

summarized in the "**OMNINET-GTC**".

§ 9.6.2    GTC of the contractual partner shall not apply, even if OMNINET has not expressly objected to such. The commissioning and/or acceptance of the services by the contractual partner shall be deemed to be an acknowledgement of the OMNINET GTC under waiver of the contractual partner's GTC.

§ 9.6.3    Other terms and conditions shall only be binding if OMNINET has accepted them in writing; the OMNINET GTC shall then apply in addition.

### § 9.7    Written form

§ 9.7.1    Amendments and supplements to this contract shall only be effective if they are set out in an additional contract signed by both contractual parties. This shall also apply to the amendment of this written form requirement.

### § 9.8    Jurisdiction

§ 9.8.1    The sole place of jurisdiction shall be the registered company office of OMNINET.

§ 9.8.2    For all disputes arising from this contractual relationship with merchants, legal persons under public law or special funds under public law, the exclusive place of jurisdiction shall be the competent regional court at the registered company office of OMNINET.

§ 9.8.3    OMNINET may also sue the contractual partner at its registered company office.

### § 9.9    Amendment clause

OMNINET reserves the right to update, amend and adjust the OMNINET GTC from time to time. OMNINET will only make such amendments for valid reasons, in particular due to new technical developments, changes in court decisions or other equivalent reasons. If the amendment significantly disturbs the contractual balance between the parties, the amendment shall not be made. Otherwise, amendments require the consent of the contractual party.

§ 9.9.1    In the event of such changes, OMNINET shall be under the duty to inform its contractual partners of such changes.

§ 9.9.2    The new OMNINET GTC shall become effective after the expiry of 30 days and become part of the already concluded contract.

§ 9.9.3    Contractual partners of OMNINET have the right to object to such amendments within a period of 30 days. If the contractual partner objects to the announced amendments of the OMNINET GTC, OMNINET is entitled to terminate the contract with a notice period of three (3) months, otherwise the contract remains unaffected.

### § 9.10    Severance clause

§ 9.10.1   The invalidity of one or more regulations of this contract does not affect the validity of the rest of the contract. The contractual partners commit themselves to replace the ineffective regulation by an effective regulation which comes as close as possible to the economic purpose pursued by the ineffective regulation.

Until such a regulation is made, the invalid regulation shall be replaced by a regulation that comes as close as possible to the economic sense and purpose of the invalid regulation. The same shall apply in the event of a loophole in the contract requiring regulation.